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The Solicitors' Journal and Reporter.

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Cases Reported this Week.

In the Solicitors' Journal.

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CURRENT TOPICS.

IT MUST not yet be taken as certain that Lord RUSSELL will be one of the vacation judges, as has been announced. Before the vacation it is possible that events may happen involving a change. But if the latest rumour can be trusted, the new Lord of Appeal is not to be taken from the bench of judges.

WE HEAR of the introduction to the courts of an altogether novel variety of suitor in person—namely, a suitor who conducts his case while in charge of two warders, and who is favoured with an adjournment of the hearing to a future day in order that he may keep a somewhat pressing appointment before a police magistrate.

THE NEW "consultative body" of the bar was launched at the meeting on Saturday, and it remains to be seen what it will do. In many respects it will be useful in bringing to the attention of the authorities matters affecting the interests of the profession, and it may possibly persuade the benchers to take up some questions which have hitherto been shelved. It is to be hoped that it will watch current legislation with more vigilance than its predecessor, and attempt gradually to obtain some portion of the influence in this respect which is now possessed by the Council of the Incorporated Law Society.

SECTION 70 of the Local Government Act, 1894, provides that any question as to whether any power, duty, or liability is or is not transferred by the Act to any parish council, parish meeting, or district council, or whether any property is or is not vested in the same bodies, may be submitted for decision to the High Court in such summary manner as, subject to any rules of court, may be directed by the court. A rule is proposed to be made under the section providing that the summary proceeding shall be by special case, to be agreed upon by the parties, or, in default of agreement, to be settled by arbitration or by a judge at chambers.

ALTHOUGH THE Chancellor of the Exchequer's statement on Wednesday as to the business of the session included among the measures to be brought forward certain Bills now in the House of Lords, no mention was made of the Land Transfer Bill; and as he declared that "it was impossible for him to increase the list of Bills he had already read out," and pledged himself "not to ask the House to go on with any Bills except those he

had mentioned," we suppose it may be assumed that the Bill is to be dropped. It would have been monstrous to attempt to push a measure of such importance and complexity through the House of Commons at the fag end of the session, and Lord HERSCHELL, who has shewn fairness of mind and desire to weigh and consider objections, is the last person likely to resort to such a procedure. The only thing which gives rise to any doubt is the apparently inspired question which was asked by the Earl of MORLEY in the House of Lords on Tuesday evening, "Whether the Lord Chancellor was aware that papers had been circulated from time to time by the Incorporated Law Society criticizing the working of the system of registration of title to land upon which his Land Transfer Bill was based; and whether he would obtain a report of the Land Registry upon these papers, and lay them on the table of the House"; to which the Lord Chancellor replied that "he had called for a report from the registrar with reference to the working of his office in relation to these matters. He had received that report, and would have it laid on the table of the House."

THE SHORTEST annual meeting of the Incorporated Law Society which has been held for some years was chiefly remarkable for the prominence given to the question of the nomination of candidates for the council by members of the council. We advise anyone who wants to form a judgment on the question to read the report which we give elsewhere of the speeches on this point. On the one hand we have, as in Mr. INCE'S letter, complaints of the deviation from the recent practice, but an avoidance of the question whether or not the change was desirable in the interests of the society. Mr. CHARLES FORD, who was, of course, to the fore in the attack on the council, seemed to consider it sufficient to inform the meeting that he "thought it extremely unfortunate," "he did think it much to be regretted," "it was a pity"; while Mr. MATTHEWS, who stated very well the case for the complainants, ultimately narrowed down the objection to the fact that no notice was given of the change, so as to enable intending candidates to obtain nomination by members of the council. As we have before said, we think that notice should in fairness have been given, though the expression of opinion which he elicited as to the views of the council about Mr. BLYTH'S candidature is ample atonement for the oversight. But in saying that the complaint is that Mr. BLYTH had no opportunity of applying to members of the council to nominate him, Mr. MATTHEWS gave away the whole objection to such nomination as a matter of principle. The speeches on the other side were nearly all directed to the main point whether the change is for the interest of the society; and we think that no one, after perusing the speeches of Mr. WALTERS, Mr. ADDISON, Mr. HUMPHRYS, and Mr. GRIBBLE, can doubt that it is. And now the matter may be allowed to rest.

IT IS STATED, apparently on authority, that the Select Committee on the Charity Commission have recommended in their report that the Commission should be dissolved, and that its functions should be transferred to a Minister of State, who should have control of all charity endowments, "with the aid of legal experts." If this recommendation should be carried into effect, charities will be in a worse condition than ever. The policy of the Charity Department, in framing schemes and generally in dealing with the property of charities, will vary with the politics of each Government. One will want to "nationalize" every charity; another will desire to adhere to the founders' wishes. But whatever Government may be in office, there is certain to be a bad time for trustees of charities. Work will have to be found for a large and highly-paid staff of officials. Inquiries into charities will be incessant, and the aim of the Department will be to have the whole of their property, other than buildings occupied by them, realized and placed in Government Stocks in the name of the official who will correspond to the Official Trustee. Then, again, it seems practically certain that the practice of charging fees by stamps will be introduced, and instead of the work being done gratuitously, as at present, charities will have to pay as heavily for the assistance of the Department as the estates of bankrupts have to pay for the aid of the Bankruptcy Department. We think that the far-reaching efforts of the proposed change are not generally understood.

THE FINANCE BILL has been read a third time in the House of Commons, and, in view of the limited powers of dealing with money Bills enjoyed by the Upper House, it must now be taken to be in its final form. There is no doubt that it is in many important respects a better measure than when it was first introduced into Parliament. The discussion of a Bill of this kind necessarily requires a grasp of conveyancing law and of many technicalities which are far beyond the ken of the ordinary member of Parliament; but, fortunately for all who will be concerned with the practical working of this measure, there have been skilled lawyers in the House who have, with untiring perseverance, set themselves the task of making the crude provisions of the Bill into a workable Act of Parliament. The thanks of the profession are due to these gentlemen, whom it would perhaps be invidious to name. Among several useful amendments which have been introduced since the conclusion of the Committee stage, we may call attention to one amendment to clause 9, the necessity for which has frequently been insisted on in these columns. The clause provides that a rateable part of the estate duty is to be a first charge upon the property in respect of which duty is leviable. The disastrous effect of this upon all sorts of business transactions is obvious to any lawyer. A sub-section has now been inserted which removes this burden where the property which would otherwise have been subject to it is held by a *bonâ fide* purchaser for valuable consideration without notice of the liability of the property to estate duty. Another provision which most people will be glad to see is that which gives power to the commissioners to remit any death duty upon works of art, manuscripts, scientific collections, and some similar kinds of property when they form the subject of a gift or bequest for national purposes, or to universities, county councils, or municipal corporations. The Bill had not been reprinted in its latest form in time for a fuller notice of the various amendments in our present issue.

THE SUGGESTION has been made by a contemporary that there may be opposition to the Finance Bill in the House of Lords. It is, of course, clear that such opposition can only take the form of a motion for the rejection of the whole Bill. That the House of Lords, although it cannot amend a money Bill, can withhold its assent appears to be admitted. "The legal right of the Lords, as a co-ordinate branch of the Legislature, to withhold their assent from any Bill whatever, to which their concurrence is desired, is unquestionable" (May's Parl. Practice, 10th ed., p. 550). And though in modern times this power has rarely been exercised, it was always possible to assert it so long as the financial proposals of the year were contained in separate Bills. The rejection of one Bill, though it might disorganize the financial arrangements, did not necessarily mean the withdrawal of a substantial part of the year's supplies. In 1860, accordingly, the Lords asserted their right and rejected the Bill for the repeal of the duties on paper, and for the balancing of the revenue by an increase of the property tax and stamp duties. But their triumph was short-lived. For the time the Commons were obliged to content themselves with passing resolutions affirming their ancient privileges as to the granting of supplies. They resolved that the power of the Lords to reject Bills relating to taxation was justly regarded by their House with peculiar jealousy, and that to guard for the future against its undue exercise, and to secure to the Commons their rightful control over taxation and supply, their House had the power so to frame Bills of Supply that the right of the Commons might be maintained inviolate. The next year they acted on these resolutions by sending up the whole of the financial proposals for the year in one Bill. This included the repeal of the paper duties, and also the imposition of the property tax, the tea and sugar duties, and the other taxes required for the service of the year. The Lords had no choice but to accept the Bill as thus framed, and this device has in practice put an end to their power to reject money Bills.

MR. JUSTICE DAY does not like the Scotch oath, and therefore, we regret to say, he is put to continual annoyance at the various assize towns where he represents the majesty of the law by absurd people coming before him and claiming under the Oaths Act, 1888, to swear in Scotch form. The learned judge feels this annoyance so strongly that when such a demand is made before him in court he finds it impossible to concede the witness his statutory right without indulging in remarks intended to be sarcastic, and possibly humorous, but which appear to create a great deal more annoyance than laughter. These witnesses who cause the learned judge so much vexation are generally medical men, and Mr. Justice DAY evidently considers that it is impertinence on the part of such people as that to pretend to know anything about sanitary matters. We hope we shall not incur the learned judge's wrath if we venture to say a word in extenuation of the conduct of these troublesome witnesses who insist upon being sworn in Scotch form. In the first place, they are members of a large and influential and well-organized body, whose whole business in life is the study of diseases, their cure, and the conditions under which they are spread. They are unanimous, moreover, in believing that the custom of swearing by kissing the book is dangerous to health. In the second place, Parliament has given them, and everyone else, the absolute right to be sworn in Scotch form, without kissing the book. In the third place, the Scotch form of oath is a very solemn one, far more so than the English form. Under these circumstances we cannot but hope that Mr. Justice DAY will take a lenient view of their conduct in causing him so much annoyance. Seriously, we do not wonder at the indignation of the medical journals at the persistence of Mr. Justice DAY in disregarding the spirit, if not the letter, of the law as he has done so many times, and as he did recently at Bury St. Edmunds Assizes, when he is reported to have told a doctor, who claimed his right under section 5 of the Oaths Act, 1888, that he could be so sworn if he thought "the New Testament a dangerous book." The section referred to enacts that every person so claiming to be sworn shall have the oath "administered to him in such form and manner without further question." The words "without further question" clearly imply that no objection of any kind is to be raised, and Mr. Justice DAY's remarks do amount to an indirect objection.

WHEN PROPERTY has once been effectually given for charitable purposes it is taken out of the rule against perpetuities. The rule is based upon public policy, which prohibits property from being made inalienable beyond certain periods; but charities are also permitted upon grounds of public policy, and in their favour the rule is allowed to be infringed. When, however, the property is not immediately vested in a charity, but the gift for charitable purposes is only to take effect upon the happening of some future event, it appears that the ordinary rule applies, and that the event must necessarily happen, and the vesting of the property be determined, within the ordinary period allowed by law. "If," said Lord SELBORNE, C., in *Chamberlayne* v. *Brockett* (L. R. 8 Ch. App. 211), "the gift in trust for charity is itself conditional upon a future and uncertain event, it is subject to the same rules and principles as any other estate depending for its coming into existence upon a condition precedent. If the condition is never fulfilled the estate never arises; if it is so remote and indefinite as to transgress the limits of time prescribed by the rules of law against perpetuities, the gift fails *ab initio*." Upon this principle ROMER, J., acted in *Alt* v. *Lord Strathcden and Campbell* (*ante*, p. 602). A testator gave an annuity of £100 to be provided for a regiment of volunteers upon the appointment of the next lieutenant-colonel. It was held that the gift was a charitable gift, but, upon the facts of the case, it was uncertain at what time, if ever, the next lieutenant-colonel would be appointed. The gift accordingly would not necessarily take effect within the period prescribed by law, and therefore was void as transgressing the rule against perpetuities.

The *St. James's Gazette* says that Mr. Roger Wallace, barrister, was thrown from his horse in the Row on Tuesday morning and was seriously injured.

THE CUSTODY AND MAINTENANCE OF CHILDREN.

A VERY interesting and important decision upon the rights of a father over, and his duties towards, his children has been given by the Court of Appeal (LINDLEY and LOPES, L.JJ.) in *Thomasset* v. *Thomasset*, which we report elsewhere. The immediate subject of the decision is the power of the Divorce Division in cases where a decree for separation or divorce has been pronounced, and the custody of the children given to the mother, to order the father to make an allowance for the maintenance of children over sixteen; but the judgments deal with a point which has always been a source of confusion in the law of the custody of children—the undoubted duration of the paternal authority until the child attains twenty-one, while at the same time the enforcement of this authority appears to be limited to the age of fourteen in the case of boys, sixteen in the case of girls.

The power of the Divorce Division in the matter depends on section 35 of the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), and section 4 of the Matrimonial Causes Act, 1859 (22 & 23 Vict. c. 61). The former section provides that in any suit for obtaining a judicial separation, or on any petition for dissolving a marriage, the court may make such provision in the course of the proceedings, and in the final decree, as it may deem just and proper, with respect to the custody, maintenance, and education of the children of the marriage; and the latter section enables orders for the like purposes to be made also after the final decree. Shortly after the passing of these statutes it was held in *Ryder* v. *Ryder* (2 Sw. & T. 225) that the court had no power under them to make any order as to the custody of children over the age of sixteen. Such an order WILLES, J., pointed out would interfere with the liberty of the children, and it would be impossible for the court to enforce it; and he added: "A court is slow to exercise a jurisdiction it cannot enforce." So, too, CHANNELL, B., said: "The common law courts never assisted parents seeking to obtain the custody of their children, those children resisting, after years of discretion." But though it was said that the decision did not touch the question of the allowance of maintenance for children over sixteen, it was subsequently held in *Webster* v. *Webster* (31 L. J. P. & M. 184) that the maintenance followed the custody, and that maintenance also was restricted to the age of sixteen. In *Mallinson* v. *Mallinson* (L. R. 1 P. & D. 221) it appears to have been held on the authority of *Reg.* v. *Howes* (3 E. & E. 332) that the limit of age for orders as to custody was sixteen alike for boys and girls, but this was a departure from the practice of the common law courts. The age of discretion is sixteen for girls and fourteen for boys (*Re Agar-Ellis*, 24 Ch. D., p. 331). All that *Reg.* v. *Howes* did was to settle that this was a fixed age, and was not dependent upon the actual mental development of the child in question.

The above cases were decided before the Judicature Act, 1873, and if the Divorce Court was bound by the principles of the common law courts there was, perhaps, some justification for them. In *Ryder* v. *Ryder* WILLES, J., expressly adopted those principles in preference to the rules of the Court of Chancery, because the Court of Chancery had the children represented before it, whereas the Divorce Court, like the common law courts, had not. Since the Judicature Acts there has been one case—*Benyon* v. *Benyon* (1 P. D. 447)—in which a sum was allowed for the maintenance of a child until he attained twenty-one, but this was under section 5 of the Act of 1859, which enables the court to apply settled property for the benefit of the children of the marriage, and the construction of the section depends upon different considerations. The court might well apply settled property to the maintenance of a child over sixteen, though it could not make an order against the father. The only recent case in point appears to be *Blandford* v. *Blandford* (1892, P. 148), in which Sir CHARLES BUTT said it was clear on principle and authority that he had no power to make an order as to the custody of a child who had attained sixteen, and that maintenance and education stood upon the same footing.

It appears, therefore, that the Divorce Court and its successor, the Divorce Division of the High Court, have restricted the operation of the Matrimonial Causes Acts so as to make them correspond with the narrow view taken by the common law courts as to the extent of a father's authority over his

children. To determine whether they were right in so doing some attention must be given to the real nature of this authority. Till recent times its nature has been by no means clearly defined. Apparently the relation of father and child was at first treated simply as an instance of the relationship of guardian and ward. The various kinds of guardianship at common law—guardianship in chivalry, in socage, by nature, *per cause de nurture*, &c.—are described by Lord COKE (Co. Litt. 88*b*), and are discussed by HARGRAVE in his note on the same passage. The only guardianships which necessarily devolved on the father were guardianship by nature and for nurture. The former was over the father's heir apparent, and it lasted till twenty-one. It gave the custody of the body of the heir, but not necessarily of lands which had descended to him *ex parte materna*. In chancery, however, the term "natural guardian" received a wider signification, and referred to the guardianship which a father has by natural law over all his children.

Guardianship for nurture was considered and its limits defined by Lord CAMPBELL, C.J., in *The Queen* v. *Clarke* (7 E. & B., p. 192). It extends to all children, and belongs, in the first instance, to the father, though after his death it devolves upon the mother. It lasts until the age of fourteen, and till the child attains that age the guardian is entitled to its custody. But the doctrines of the Court of Chancery, even before the Judicature Acts, appear to have received a certain amount of recognition in the courts of common law, and guardianship for nurture was giving way to guardianship by nature in the more extended sense of the term, so that a father had authority over all his children till the age of twenty-one. It was so held by COCKBURN, C.J., in *The Queen* v. *Howes* (3 E. & E., p. 336), and, at any rate since the Judicature Acts, the law has been settled on this base for all divisions of the High Court. The clearest statement of the present doctrine on this head is contained in *Re Agar-Ellis* (24 Ch. D. 317). The law of England is, said Lord ESHER, M.R., "that the father has the control over the person, education, and conduct of his children until they are twenty-one years of age." And he distinguished between the rights of a father as natural guardian and the rights of a mere legal guardian. "The rights of a testamentary guardian, or any other legal guardian, are legal rights. The rights of a father are sacred rights, because his duties are sacred duties." It may be that the father's rights as legal guardian were impliedly extended to the age of twenty-one by 12 Car. 2, c. 24, s. 8, which enabled him to appoint a testamentary guardian over the children till that age. At any rate, as LINDLEY, L.J., in his judgment in the present case pointed out, the Court of Chancery recognized his fuller rights, and at the present time there is no doubt that these fuller rights are entitled to recognition universally. We are speaking, of course, of the father's ordinary authority. His right to the custody of the child may be denied either on the ground of his own unfitness to perform his duties as guardian, or he may be deprived of the custody under recent statutes, the custody being given either to the mother or to a stranger.

How is this state of things, then, to be reconciled with the law that a child attains years of discretion, if a boy at fourteen, and if a girl at sixteen, and that after such age its liberty cannot be interferred with? The answer is that this rule depends solely upon, and applies solely in, proceedings by *habeas corpus*. A person claiming the custody of a child improperly withheld from him, whether he claims as parent or in any other capacity, can in practice only claim by a writ of *habeas corpus*. The grounds upon which the writ is made applicable for this purpose have been several times explained (*per* COLERIDGE, J., in *Rex* v. *Greenhill*, 4 A. & E. 624; *per* Lord CAMPBELL, C.J., in *Reg.* v. *Clarke*, 7 E. & B. 186; *per* COTTON, L.J., in *Re Agar-Ellis*, 24 Ch. D., p. 331). The object of suing out a *habeas corpus* is to have it ascertained whether the person who is sought to be brought up is under duress or imprisonment. But if he is of an age to express a wish, and if he says that he wishes to remain where he is, there can be no question of duress or imprisonment. If, on the other hand, he is not of age to express a wish—and this age has been fixed in the manner stated above—then he is deemed to be imprisoned and in unlawful custody so long as he is not with the person who is entitled to the custody of him; and it is considered that the proper way of restoring him to liberty is to order him to be handed over into lawful custody.

It is thus obvious that the remedy does not primarily enforce the father's authority. Its object is to secure the liberty of the person brought up under the writ; and the first question is whether he is unlawfully detained against his will. If he is old enough to have a will which the law will respect, then his wishes are consulted, and no further inquiry takes place as to the father's authority. If he is not old enough to have a wish, he is restored to the father for the reason just specified. The father is entitled to the custody, and, for a child of such an age, lawful custody is equivalent to freedom in an adult. But all this does not touch the extent of the father's authority when that is the primary question before the court, and when the judgment of the court is to be based upon it. It is clear that, upon *habeas corpus* by the father, his authority cannot be enforced against an unwilling child after the age of fourteen or sixteen. But this, as just shewn, is because *habeas corpus* is a remedy designed for different purposes, and which is only incidentally used in matters affecting the custody of children. Whether in any other proceedings, based solely on the assertion of the paternal authority, a father could compel a child to return to him is at present, perhaps, not clear. When, however, there is no question of *habeas corpus*, or of the liberty and wishes of the child, but the extent of the father's authority has to be settled as between the father and a third person, there can be no doubt that the father's right must *primâ facie* prevail with regard to any child who is under the age of twenty-one.

The present decision of the Court of Appeal as to maintenance under the Matrimonial Causes Acts follows at once from these principles. The court in construing the Acts has nothing to do with the particular remedy by *habeas corpus*, or with the defects of that remedy as a procedure for enforcing the father's authority. It has before it the actual extent of that authority on the one hand, and the corresponding duties of the father on the other. As a matter of law, whatever may be the remedies for enforcing the law, or to whatever restrictions they may on special grounds be subject, the father's authority lasts till twenty-one. He is, therefore, under a corresponding duty to maintain the child till the same age. In general this is a duty which there is no power to enforce. The father may be compelled to make some scanty provision under the poor laws, but ordinarily the performance of his duty is left to his own discretion. In the special case, however, of divorce or judicial separation, his duty is put for him into more definite shape. The court has the power of determining its cash equivalent, and directing the payment of this to the mother. It follows that such payment may last as long as the duty lasts, and that the order consequently may direct the maintenance to be continued till twenty-one.

THE RIGHT OF FORECLOSURE.

WE recently called attention to the interesting judgment of KEKEWICH, J., in *Sadler* v. *Warley* (*ante*, p. 346) as to the right of the owner of a charge on land to enforce it by foreclosure. It is perhaps not easy to reconcile his decision with the judgment of STIRLING, J., in *Re Owen* (*ante*, p. 617). Down to a certain point the law as to foreclosure was stated in the same manner in each judgment. Primarily foreclosure is the remedy of the legal mortgagee, although at the present time he can in the alternative obtain an order for sale (Conveyancing Act, 1881, s. 25). And this remedy is the natural result of the original interference of equity in favour of the mortgagor (*Sampson* v. *Pattison*, 1 Hare, p. 536). After the estate is forfeited at law, equity interposes to save the mortgagor's interest, and hence arises his equity of redemption. In a foreclosure action a day for redemption is fixed, and if the mortgagor then neglects to redeem, the foreclosure decree simply implies that the interference of equity is at an end, and that the mortgagee's estate has become absolute. And the remedy is the same where a security has been created in virtue of which the owner of the security has a right to call for the legal estate or has a right to have a legal mortgage executed. The first case

arises when there has been a mortgage of an equity of redemption; the second when there has been a mortgage by deposit of title deeds accompanied by an agreement to execute a legal mortgage. And even when there is no such agreement in writing, yet, in the absence of anything to the contrary, the deposit of deeds is treated as evidence of an agreement to execute a mortgage. "When there is a deposit of title deeds," said JESSEL, M.R., in *Carter* v. *Wake* (4 Ch. D., p. 606), "the court treats that as an agreement to execute a legal mortgage, and, therefore, as carrying with it all the remedies incident to such a mortgage."

So far there appears to be no doubt. The difficulty arises when it is sought to carry the right to foreclosure further, and to confer it upon a person who has simply a charge on the land. *Primâ facie* it would appear that he is only entitled to enforce his security by sale, but an argument for giving him a remedy by foreclosure is afforded by section 13 of the Judgments Act, 1838 (1 & 2 Vict. c. 110). By that Act a judgment was made a specific charge on the lands of the debtor, and the judgment creditor was declared to be entitled to the same remedies against the land in equity as he would be entitled to in case the judgment debtor had by writing under his hand agreed to charge the lands with the amount of the judgment debt and interest. Upon the language of this provision it seems to be clear that the judgment creditor could not be in a better position than if the judgment debtor had executed a charge in his favour, and this does not apparently imply that there is any deposit of title deeds, or any agreement to execute a legal mortgage. Accordingly his remedy is to have the charge realized by sale, and so it was held by PARKER, V.C., in *Footner* v. *Sturgis* (5 De G. & Sm. 736). The plaintiff sued as assignee of a judgment debt, and asked for foreclosure or sale. The Vice-Chancellor said he was not entitled to a foreclosure. In the case of a charge the remedy was an order for sale. An agreement for a mortgage gave a right to foreclosure, but a mere charge did not.

By other authorities a wider view was taken of the meaning of the statute. In *Rolleston* v. *Morton* (1 Dr. & War., p. 195) Lord ST. LEONARDS said that the judgment was, in the view of the court, an equitable estate; and in *Jones* v. *Bailey* (17 Beav. 582) it was held that the judgment creditor had that which was equivalent to an agreement to execute a legal mortgage. Consequently his remedy was by foreclosure, and subsequent cases have proceeded on the same principle (Fisher on Mortgages, 4th ed., p. 485).

In the result it appears that on the strict reading of the statute 1 & 2 Vict. c. 110, s. 13, a judgment creditor has only a charge on the land, yet, nevertheless, he has been allowed to enforce that charge by foreclosure. Stopping here it would seem that an extension has been made in the remedy by foreclosure. What may be done under a mere charge in one case may be done in another. And in accordance with the decisions as to judgment creditors KEKEWICH, J., held in *Sadler* v. *Warley* that a debenture-holder, whose debenture gave him a charge on all the property of a company, was entitled to enforce it by foreclosure. On the other hand, it is evident, from the cases in which foreclosure has been allowed in favour of a judgment creditor, that this was done, not with any view of altering the remedy in respect of a mere charge, though created in writing, but because, upon the construction of the statute, it was considered that a judgment creditor had more than a mere charge; he had an agreement to execute a legal mortgage. It seems safer, therefore, to rest the decisions solely upon this view of the statute. Whether the construction is right or wrong it governs the case of a judgment creditor. He has foreclosure because he has the rights incident to an agreement to execute a legal mortgage. But it governs the case of a judgment creditor only. Where there is no more than a charge, the decisions on the Judgment Act, 1838, have no application. The settled rule prevails, and the remedy is by sale and not by foreclosure. In *Re Owen*, at any rate, STIRLING, J., held that there was no remedy by foreclosure in respect of a charge created by will. If the decision of KEKEWICH, J., is to stand with this, it must be apparently upon the ground that a charge created by a debenture implies, like a deposit of title deeds, an agreement to execute a legal mortgage on request.

REVIEWS.

BOOKS RECEIVED.

The Statutes of Practical Utility, arranged in Alphabetical and Chronological Order. With Notes and Indexes. Being the Fifth Edition of Chitty's Statutes. By J. M. LELY, Barrister. Vol. I.—"Act of Parliament" to "Charities." Sweet & Maxwell (Limited) and Stevens & Sons (Limited).

The Opinions of Grotius as contained in the Hollandsche Consultatien en Advysen. Collated, Translated, and Annotated by D. P. DE BRUYN, B.A., LL.B., Advocate. Stevens & Haynes.

The Law and Lawyers of Pickwick. A Lecture. With an original drawing of "Mr. Serjeant Buzfuz." By FRANK LOCKWOOD, Q.C., M.P. The Roxburghe Press.

NEW ORDERS, &c.

COMPANIES (WINDING UP).

When an affidavit is presented for filing out of time, such affidavit is only to be received on the undertaking of the solicitor to abide by the order of the Court as to the costs of any adjournment occasioned thereby, and as to the solicitor's right to charge any such costs against his client.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 13th day of July, 1894.

I, THE RIGHT HONOURABLE FARRER, BARON HERSCHELL, Lord High Chancellor of Great Britain, do hereby Transfer the several Actions mentioned in the Schedule hereto, from the Honourable Mr. Justice CHITTY and the Honourable Mr. Justice STIRLING respectively, to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice CHITTY (1893—H.—3344).

James M'Adam Hyslop, M.D. v. The Equitable Mortgage Company.

Mr. Justice STIRLING (1893—W.—2803).

Andrew Rutherford Warren and Others v. The Equitable Mortgage Company.

Mr. Justice STIRLING (1894—S. 101).

Albert Stockdale v. The Equitable Mortgage Company.

HERSCHELL, C.

CASES OF THE WEEK.

Court of Appeal.

CHAPMAN *v.* FYLDE WATERWORKS CO.—No. 1, 11th July.

WATERWORKS—STREET—IRON COVER PLACED IN STREET—COVER FOR STOP-COCK IN SERVICE-PIPE—ACCIDENT CAUSED BY NON-REPAIR—LIABILITY OF WATER COMPANY—FYLDE WATERWORKS ACT, 1861 (24 & 25 VICT. c. CLIV.), s. 21—WATERWORKS CLAUSES ACTS, 1847 (10 & 11 VICT. c. 17), ss. 28, 48-52—WATERWORKS CLAUSES ACT, 1863 (26 & 27 VICT. c. 93), s. 17.

Action for damages for personal injuries caused by the alleged negligence of the defendants. Under the Fylde Waterworks Act, 1861, the defendants were authorized to supply water to the inhabitants of Blackpool, and by section 21 to lay down, repair, and maintain all pipes and other works necessary for supplying water within their district. By their rules (which they were empowered to make) all service-pipes from the main in the street into the premises to be supplied with water were to be laid at the expense of the occupier by the defendants upon receiving a form of order signed by the occupier. The defendants, upon being duly required by the occupier of a house, laid down a service-pipe from the main into the house, and fixed a stop-cock in the service-pipe under the foot pavement, the stop-cock being 2ft. 6in. below the surface of the pavement, and being covered by an iron box with an iron guard level with the pavement. The plaintiff, while passing along the street, tripped over the guard and was injured. At the trial before Day, J., and a jury, the jury found that the guard was out of repair and so caused the accident, and assessed the damages at £40. It appeared that to repair the guard it would have been necessary to remove the iron box and thus to interfere with the pavement. Day, J., held that the defendants were liable to repair the guard, and gave judgment for the plaintiff. The defendants appealed, contending that the liability to repair was in the occupier of the house.

THE COURT (Lord ESHER, M.R., and KAY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that it was not necessary to decide whether the service-pipe and its fittings were the property of the water company or of the householder. He would assume that they were the property of the householder. The question was, Who had control of the apparatus so

far as regards the repairing of it? The water company were authorized by their Act to lay down and repair pipes and "other works necessary for supplying water" to the inhabitants. *The East London Waterworks Co.* v. *Vestry of St. Matthew, Bethnal Green* (35 W. R. 37, 17 Q. B. D. 475) shewed that those words included works necessary for preventing the waste of water. Therefore they had power to lay down and repair such an apparatus as this. Section 28 of the Waterworks Clauses Act, 1847, gave them power to break up the streets for that purpose. Sections 48, 51, and 52 of this latter Act only gave the householder power to break up the street for the purpose of laying the service-pipe from the main and for the purpose of removing it, but he had no power to break up the street for any other purpose. He had no power to break up the street to examine or repair the service-pipe. He could not, therefore, repair the service-pipe or this apparatus. It was idle to suppose that an action would lie against him for not doing that which he had no power to do. The water company could repair it, and could break up the street for that purpose. This apparatus was partly there for the benefit of the water company, and having the sole right to keep it in repair, and to break up the street for that purpose, that imposed upon them the duty towards the public of keeping it in such a state of repair that it should not become a source of danger to the public using the street. They were, therefore, liable to the plaintiff.

KAY and A. L. SMITH, L.JJ., concurred.—COUNSEL, *C. A. Russell* and *W. Wills*; *Shireas Will*, Q.C., and *R. W. Harper*. SOLICITORS, *Woodcock, Ryland, & Parker*, for *T. W. Marsland*, Manchester; *Arckoll, Cockell, & Chadwicke*, for *W. J. Dickson*, Kirkham.

[Reported by W. F. BARRY, Barrister-at-Law.]

ROSS *v.* **WHITE**—No. 2, 13th July.

PARTNERSHIP—JUDGMENT IN ACTION FOR PARTNERSHIP ACCOUNT—COSTS—INSUFFICIENCY OF ASSETS—ONE PARTNER INDEBTED TO FIRM—LIABILITY TO MAKE GOOD HIS INDEBTEDNESS BEFORE BEING PAID HIS COSTS OF ACTION.

This was an appeal by the defendant from the decision of Kekewich, J. The plaintiff and the defendant had carried on business in partnership, each being entitled to an equal share in the capital and profits of the partnership. The plaintiff having instituted an action for dissolution of the partnership, a decree for dissolution was made, and an account of the dealings between the plaintiff and the defendant, and an inquiry of what the partnership assets consisted, was directed. It appeared from the chief clerk's certificate, made on the 26th of February, 1894, that there was then due from the partnership to the plaintiff a debt of £649 in respect of a loan made by the plaintiff to the partnership; and that there was due from the partnership to the plaintiff in respect of his share of the partnership capital a sum of £1,405, and from the partnership to the defendant a sum of £804 in respect of the defendant's share of capital; and it further appeared that the partnership assets then practically consisted of a fund in court of £1,371. The action came on for further consideration on the 8th of May, 1894, when the question was whether, after payment to the plaintiff of the debt of £649 due to him, the fund in court (which would then consist only of £722) should be applied first in payment of the costs of the action of both plaintiff and defendant, or should be applied first in placing the partners on a footing of equality as to capital. Kekewich, J., held that after payment of the debt of £649 due to the plaintiff the fund in court should be applied first in payment to the plaintiff of a further sum of £601 (being the difference between £1,405 and £804), so as to place the partners on a footing of equality as to the capital due to each of them from the partnership, and then that the balance of the fund, so far as it would go, should be applied in payment of the costs of action of both parties, and that the rest of the costs should be borne by the partners equally. From this decision the defendant appealed, and contended that after the payment to the plaintiff of the debt of £649 due to him the fund in court should be applied first in payment of the costs of the action.

THE COURT (Lord HERSCHELL, C., and LINDLEY and DAVEY, L.JJ.) dismissed the appeal.

Lord HERSCHELL, C., said it appeared that there was a debt of £649 due from the partnership to the plaintiff; that each partner had originally contributed an equal sum to the capital of the partnership; that each drew out some part of his contribution; but that the defendant had drawn out a sum of £601 in excess of the sum drawn out by the plaintiff. The sole question was as to the payment of the costs of the plaintiff and the defendant in taking the partnership accounts. It had been contended on behalf of the defendant that these costs ought to be paid out of the partnership assets after the discharge of the partnership debts and before any distribution was made between the partners. No doubt that was right as a general proposition of law where there was a sufficiency of assets. But in the present case the fund in court, after paying to the plaintiff his debt of £649, would not be sufficient to pay the costs if the plaintiff was also entitled to first get out of it the sum of £601, so as to put him on an equality with the defendant in respect of the sum drawn out in respect of capital. The defendant contended that the costs of both parties ought to be paid out of the fund before the plaintiff was entitled to take out of it this sum of £601. The defendant had in effect received out of the assets £601 in excess of what the plaintiff had received, and he could not, in his lordship's opinion, claim payment of the costs out of the fund in court without first making good to the assets the sum taken out by him in excess of the sum taken out by the plaintiff.

LINDLEY, L.J., said that the argument on behalf of the defendant was a very plausible one, but it depended on there being a sufficiency of assets, which was not the fact in this case: if the court were to assent to the defendant's contention, a great injustice would be inflicted on the plaintiff.

DAVEY, L.J., said that the order appealed from was right in substance if not in form. The principle put forward in argument on behalf of the defendant—viz., that before adjusting the rights *inter se* of the partners the costs of the suit should be paid—was quite right; but the fallacy of the argument lay in leaving out of sight the fact that the sum which the defendant took out of the partnership capital in excess of the plaintiff was really and truly part of the partnership assets. Applying the principle to the facts of this case, the defendant was only entitled to take his costs subject to his obligation to make good his liability to the assets of the partnership, and as the defendant had in his hands part of the assets the plaintiff had a right to say, "Pay your own costs out of that portion of the assets in your hands." The right form of order would be that the plaintiff should be paid the £601 and his costs out of the fund in court and that the defendant should deduct his costs out of the sum in his hands and pay the balance into court, and then that that sum should be divided equally between them.—COUNSEL, *Renshaw*, Q.C., and *S. Dickinson*; *Warmington*, Q.C., and *Dunham*. SOLICITORS, *Meredith, Roberts, & Mills*, for *Sibly & Dickinson*, Bristol; *George Reader & Co.*, for *David Johnstone*, Bristol.

[Reported by M. J. BLAKE, Barrister-at-Law.]

THOMASSET *v.* **THOMASSET**—No. 2, 16th July.

DIVORCE—MAINTENANCE OF CHILDREN—20 & 21 VICT. C. 85, S. 35—22 & 23 VICT. C. 61, S. 4.

Appeal from an order of Jeune, P. In March, 1892, the petitioner, Mrs. Thomasset, obtained a decree for divorce from the respondent. On the 8th of August, 1893, an order was made for payment by the respondent to the petitioner of permanent alimony at the rate of £266 per annum, and £23 6s. 8d. for the maintenance of each of the four younger children of the marriage. On the 27th of March, 1894, Theodore, the eldest of these children, attained sixteen. On the 1st of June, 1894, an order was made by the registrar, on the application of the respondent, that the allowance for the eldest child's maintenance should cease. This order was affirmed by the President on the 4th of June. The petitioner appealed.

THE COURT (LINDLEY and LOPES, L.JJ.) allowed the appeal.

LINDLEY, L.J., in delivering judgment, said: Before referring to the statutes which relate to this matter it is desirable to state shortly the law and practice of the courts of common law and chancery as regards infants. The jurisdiction of the courts of law was exercised by *habeas corpus*. The principles on which they acted in dealing with persons brought up under *habeas corpus* are stated in Coleridge, J.'s judgment in *R.* v. *Greenhill* (4 A. & E. 643). The age at which a child is deemed to have discretion is fourteen in the case of a boy, and sixteen in that of a girl: see *Reg.* v. *Clarke* (7 E. & B. 186), *Reg.* v. *Howes* (3 E. & E. 332). After a child has attained the age of discretion, a court of common law will set it free if illegally detained, but will not force it against its will to remain with its father or legal guardian, although Lord Mansfield said the court had a discretion: see *Reg.* v. *Delavel* (3 Burr. 1, 435), and the note to *Ex parte Hopkins* (3 P. W. 155). It must not, however, be inferred from the above decisions that a father has no legal right to the custody of his child after it has attained the age of fourteen or sixteen. The father's right to such custody exists until the child attains twenty-one: see Hargreave's note to Coke on Littleton, p. 88, and the statute, 12 Car. 2, c. 24, s. 8, where the right of the father to the custody of his children till twenty-one is taken for granted although not expresely declared. Such right, moreover, was distinctly recognized by Pattison, J., 7 E. & B., p. 199, and in *Reg.* v. *Howes* and *Re Agar Ellis* (24 Ch. D. 317). The jurisdiction of the Court of Chancery over infants is twofold. As regards writs of *habeas corpus* the power of the court appears to have been the same as that of courts of common law. But independently of those writs the Court of Chancery exercised the power of the Crown as *parens patriæ* over infants, and in the exercise of this jurisdiction the power of the court has always been more extensive than that possessed by courts of common law under a writ of *habeas corpus*: see *Re Spence* (2 Ph. 252), *Re Agar Ellis*, *Reg.* v. *Gyngall* (1893, 2 Q. B. 232), *Hall* v. *Hall* (3 Atk. 721), *Anon.* (2 Ves. sen. 374), *Todd* v. *Lynes* (referred to in Simpson on Infants, p. 134), *Re Mayrath* (1893, 1 Ch. 143). As regards maintenance, the parents' obligations were measured both at law and in equity by the poor law. I know of no case in which a father has been ordered by a court of equity to maintain his child. Their jurisdiction as to maintenance and education was limited to the children's own property. By the Judicature Act of 1873 each division of the High Court can exercise the jurisdiction of the old Court of Chancery: see section 25, clause 10. This Act enables all the divisions, even on *habeas corpus*, to regard something more than the strict legal rights of fathers and guardians, and requires all the divisions to recognize the cardinal principle of the Court of Chancery—viz., that in dealing with infants the primary consideration is their benefit: see *Reg.* v. *Gyngall*. I will now proceed to consider the jurisdiction of the Divisional Court as regards the custody and maintenance of the children of persons judicially separated. The Act of 20 & 21 Vict. c. 85, s. 35, extended by 22 & 23 Vict. c. 61, s. 4, confer a far greater jurisdiction than that exercised by any court previously existing: *vide Marsh* v. *Marsh* (1 Sw. & Tr. 312) and *Spratt* v. *Spratt* (1 Sw. & Tr. 215). Under those two sections the Divisional Court can order parents, at their own expense, to maintain and educate their children, which no court could do before. If it were not for the decisions to which I shall refer I should have thought that the power to order payment of a proper sum for the maintenance of children under twenty-one of divorced or judicially separated persons was too clear for reasonable doubt. I see no ground for saying that infants between the ages of fourteen or sixteen and twenty-one are not "children" within the meaning

of the above Acts. The necessity of providing children with maintenance and education does not stop at fourteen or sixteen, and neither the necessities of the case nor the language of the statutes require or admit of a construction limiting the power of the court to provide for children to those under fourteen or sixteen. There are, however, five decisions to that effect, and the President has considered himself bound by them. Three of them were before the Judicature Act—viz., *Ryder* v. *Ryder* (2 Sw. & Tr. 225), custody; *Webster* v. *Webster* (31 L. J. P. & M. 184), maintenance; and *Mallinson* v. *Mallinson* (L. R. 1 P. & D. 221), custody. In *Ryder* v. *Ryder* it was decided that the court had no jurisdiction to make any order as to the custody of children over sixteen. The main ground for this decision appears to have been that courts of common law did not make orders disposing of the custody of children over sixteen. This reasoning does not appear to me satisfactory, and the decision in the case appears to me an unfortunate one, but it is one from which the Judicature Acts have, in my opinion, set us free. It was also wrong to hold as a matter of law that maintenance followed custody, as was done in *Webster* v. *Webster*, although in *Ryder* v. *Ryder* Wills, J., pointed out that it did not follow from that decision that maintenance could not be ordered for a child over sixteen. Even before the Judicature Act, 1873, the cases, in my judgment, went too far. But after that Act I am unable to understand how it can be right to hold that the statutory discretion conferred upon the court is restricted within the narrow limits previously supposed. And in *Benyon* v. *Benyon* (L. R. 1 P. D. 447) an allowance was made for a child until twenty-one. However, in *Blandford* v. *Blandford* (1892, P. 148) the President (Sir Charles Butt) distinctly held that the court had no power to make an order as to the custody or maintenance or education of a child over sixteen. The attention of the President does not, however, appear to have been called either to the Judicature Act, 1873, or to *Re Agar Ellis*, and his decision, in my judgment, was erroneous. In the present case the learned President has simply followed *Blandford* v. *Blandford*. In my judgment the wide discretion conferred on the Divorce Court by the Divorce Acts has been unduly restricted by judicial decision. Such discretion ought to be exercised in each particular case as the circumstances require. And in exercising such discretion the Divorce Court, which has now all the old powers of the Court of Chancery, is not, and ought not to consider itself, fettered by any supposed rule that it has no power to make orders under the Divorce Acts respecting the custody, maintenance, or education of infants over fourteen or sixteen. I am clearly of opinion that, whether the children are males or females, the jurisdiction conferred by the sections of the Divorce Acts (sections 35 and 4) on which this case turns can, since the Judicature Acts, at all events, be exercised during the whole period of infancy—that is, until twenty-one; although I do not say that a child who has attained years of discretion can, except under very special circumstances, be properly ordered into the custody of either parent against the child's own wishes. The appeal must be allowed, and the case remitted to be dealt with on its merits freed from the fetter by which the decision of the judge was previously considered to be restricted. Costs of the appeal must be on the respondent.

Lopes, L.J., concurred.—Counsel, *Inderwick*, Q.C., and *Searle*; *Bayford*, Q.C., and *Barnard*. Solicitors, *Field*, *Roscoe*, & *Co.*; *G. D. Byfield*.

[Reported by C. F. Duncan, Barrister-at-Law.]

Re **HARDING, ROGERS** *v.* **HARDING**—No. 2, 12th July.

Power of Appointment—Joint Appointment—Revocation by Survivor.

Appeal from an order of North, J. By a marriage settlement dated the 8th of December, 1846, property was settled in trust for the husband and wife and the survivor for life, with a power of appointment among the children of the marriage "as the husband and wife, during their joint lives, by deed, with or without a power of revocation and new appointment, shall from time to time appoint, and in default of and subject to such joint appointment, then as the survivor shall, after the decease of the other, by deed or will appoint. On the 30th of January, 1881, the husband and wife jointly appointed part of the settled property. Clause 7 provided that the appointment made by the deed was subject to the powers of revocation and new appointment mentioned in the marriage settement. The deed only recited the joint power in the marriage settlement, and not the power to the survivor. The wife died in 1881. On the 10th of March, 1886, the husband revoked the appointment of the 30th of January, and made a new appointment, reserving a power of revocation; and on the 14th of August, 1888, he made another appointment varying that of the 10th of March. In 1893 the husband died. North, J., held that the revocation and reappointment by the survivor were well executed. On appeal,

The Court (Lord Herschell, C., and Lindley and Davey, L.JJ.) dismissed the appeal.

Lord Herschell, C., in giving judgment, said: It is contended that there was no power in the survivor of the two donees of the power given by the marriage settlement to revoke the joint appointment of the 30th of January. Firstly, because power to revoke a joint appointment could only be reserved to the husband and wife jointly; and, secondly, even if it could be reserved to the survivor alone, it has not in this case been effectively reserved. The case of *Brudenell* v. *Elwes* (1 East, 442) indicates the principles which should guide the court in considering a power of this description. But it is said that here we have not a single power, as in *Brudenell* v. *Elwes*, but two powers. In that argument there is a fallacy. No doubt the joint power and the power to the survivor are defined in two separate clauses, whereas in *Brudenell* v. *Elwes* they were contained in one clause. But where there is a power given to two persons jointly, and again to the survivor of them, that amounts to two powers, whether they are contained in one clause or in two. Accordingly, I see no distinction between this case and that of *Brudenell* v. *Elwes*. I do not doubt that the intention was that in the case of the exercise of a joint power of appointment a power of revocation and new appointment should be reserved to the survivor. Then the question is, Was that power reserved by the deed of the 30th of January, 1881? Now, clause 7 of that deed provides that the appointments are made subject to the powers of revocation and new appointment contained in the marriage settlement, and it seems to me that whatever power could be reserved consistently with the terms of the marriage settlement has been reserved. The only suggestion to the contrary is founded on the fact that in the recitals reference is only made to the joint power of appointment, and none is made to the power to be exercised by the survivor, but it seems to me impossible to give such effect to the recitals as to cut down the proper construction of the deed. I therefore think the learned judge below was right in his decision.

Lindley and Davey, L.JJ., concurred.—Counsel, *Cozens-Hardy*, Q.C., and *J. G. Butcher*; *Swinfen Eady*, Q.C., and *G. W. Lawrence*; *B. Rogers*; *Methold*. Solicitors, *Meredith*, *Roberts*, & *Mills*; *Walters*, *Deverell*, & *Co.*; *Hurlberts* & *Hussey*; *Wade* & *Lyall*.

[Reported by C. F. Duncan, Barrister-at-Law.]

High Court—Chancery Division.

SHEPHERD *v.* **BLANK**—Chitty, J., 10th, 11th, and 12th July.

Specific Performance—Unconscionable Bargain—Election to take Damages.

Vendor's action for specific performance of an agreement to buy a farm and implements for £1,200. Defence (*inter alia*) that this price was so grossly in excess of the true value as to make the agreement an unconscionable bargain which the court would not enforce: *Coles* v. *Trecothick* (9 Ves. 234). All the other defences having failed on the evidence, counsel for the plaintiff submitted that, where there was a bargain, mere excessiveness of price in itself formed no defence to an action of specific performance. At the suggestion of the judge, however, he elected to take damages instead of specific performance. Counsel for the defendant submitted that since the Judicature Acts no damages could be given where specific performance would be refused on the ground of "unconscionable bargain."

Chitty, J., held, on the evidence, that though the plaintiff had got a good bargain, and there was some folly on the part of the defendant, the price was not so grossly in excess of the true value that a court of equity would have set the bargain aside as unconscionable. The defendant had seen the farm twice, and formed his own judgment as to the value. He was bound at law by his contract, and there was no equitable ground for relieving him. The plaintiff had wisely elected to take damages instead of specific performance. Now, the defence of "unconscionable bargain" was an equitable defence applicable to actions for specific performance. It was unknown at common law. His lordship was not aware that the Judicature Acts had made any difference in this respect. He assessed the damages at £100.—Counsel, *W. D. Rawlins*; *Micklem*. Solicitors, *Clarke*, *Rawlins*, & *Co.*, for *Vergette* & *Buckle*, Peterborough; *Kingsford*, *Dorman*, & *Co.*, for *H. B. Hartley*, Whittlesey.

[Reported by G. Rowland Alston, Barrister-at-Law.]

Re **MAPLIN SANDS**—Kekewich, J., 13th July.

Practice—Discovery—Witness—Documents produced in Witness-box—Documents put in "en bloc" or "seriatim"—R. S. C., XXXIX., 6.

This was a motion to vary the report of a special referee, the circumstances being as follows:—The Crown had paid into court a sum of £52,000 in respect of the purchase-money of a part of the Maplin Sands, which had been taken for the purpose of an artillery range, and a petition for payment out being made by a building society—one of fourteen claimants to the fund—the matter was by consent of the parties referred to Mr. S. Hall, Q.C., as special referee. After a hearing which extended over nine days the referee found that the petitioners were entitled, in priority to all the other claimants, to a first charge on the sum. In the course of the hearing a witness who was not a party to the petition was asked, in cross-examination by counsel for some of the respondents, whether he had in his possession any letters referring to the Maplin Sands. He said that he had, and produced a bundle of documents, of which he said some did and many did not refer to the matters in question. Counsel thereupon asked him for the letter of the latest date of those in the bundle, and proceeded to question him upon it; and then for the one of the date next preceding, and then for the one next preceding that, proposing thus to go through the whole bundle *seriatim*. The referee, however, refused to allow him to do this, on the ground that such a proceeding would take an inordinate length of time. Counsel then proposed to put the whole bundle in *en bloc*, taking the risk of their being possibly unfavourable to his case. But this course also the referee declined to permit, on the ground that it was contrary to the practice of the court. A motion was now made to vary the report, on the ground, among others, that the referee had improperly rejected the letters.

Kekewich, J., after dealing with the other points raised by the motion, said that in many cases where discovery was of great importance there was the difficulty to be faced of their being no power to get discovery from a witness who was not a party to the litigation. Documents might be in the possession of a person who was not a party to the proceedings, and there they remained until produced in the witness-box, and counsel had no means of knowing whether they might tell against his case or in favour of it. That was a difficulty of procedure which was established,

and a well-known point in practice. In this particular case a witness was asked in cross-examination whether he had any letters in his possession relating to the matter in hand. He had such documents, and he produced them, and thereupon counsel proposed to put them in *en bloc*. As regards that proposal his lordship had no doubt whatever. If such a proceeding were allowed the trial would never come to an end, and the cost would be enormously increased by the introduction of irrelevant matter. Such a course had, as far as he knew, never been attempted before, and he certainly would not allow it. Then counsel had suggested another course, that of asking for and looking at the letters one by one, and thus obtaining inspection of them. The referee had refused to permit that, on the ground that it would take an inordinate length of time. There the matter was left, and his lordship was asked to send back the report on the ground that evidence had been improperly shut out. There might have been a miscarriage of justice had the documents been of importance to the issue, but his lordship thought there was no fault on the part of the referee. The proper course would have been for counsel to ask for an adjournment, so as to have an opportunity of looking at the documents and seeing which were material, and the referee would have been wrong had he refused such application. But that application—no doubt for very good reasons—was not made, or doubtless the referee would have acceded to it on reasonable terms. His lordship then referred to the R. S. C., ord. 39, r. 6, and said that though the motion was not one for a new trial, and consequently he did not apply the rule strictly, still it was analogous to a motion for a new trial, and as he was precluded from sending a case back for re-trial unless satisfied that there had been a substantial miscarriage of justice, so here, unless he thought a substantial wrong was being caused by the rejection of the evidence, he would not interfere. He was satisfied that nothing would be gained in this case by the production and inspection of the letters. The report of the referee must stand, and the motion be refused with costs.—Counsel, *Henry Terrell; Warmington*, Q.C., and *Sheldon; Sir John Rigby*, A.G., and *Ingle Joyce*. Solicitors, *Lumley & Lumley; Fowler, Perks, Hopkinson, & Co.*, for *Stamford & Metcalfe*, Bradford; *Hare & Co.*

[Reported by C. C. Hensley, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE LONDON COUNTY COUNCIL (Appellants) *v.* **HUMPHREYS (LIM.)** (Respondents)—16th July.

Metropolis Management—Temporary Structure—Licence—Structure exposed for Sale—Metropolis Management and Building Acts (Amendment) Act, 1882 (45 Vict. c. 14), s. 13.

Case stated by a metropolitan magistrate on a summons under section 13 of the Metropolis Management and Building Acts (Amendment) Act, 1882. The complaint was that the respondents from the 17th of October, 1893, to the 22nd of February, 1894, did unlawfully erect and continue a wooden structure of a movable and temporary nature called a bungalow without a licence first had from the London County Council as successors in law to the Metropolitan Board of Works. The respondents were manufacturers and dealers in buildings constructed of wood and corrugated iron carrying on business in Knightsbridge. They set up in March, 1893, on an adjoining piece of land belonging to them a bungalow 31ft. long, 22ft. to 28ft. wide, and 17ft. high to the ridge of the roof. The floor was of wood, the sides and ends consisted of wooden uprights and cross-pieces, lined on the inside with match-boarding and covered partly with corrugated iron and partly with wood. The interior was divided into four rooms. It merely rested upon the ground, and had no foundation and no chimney. The bungalow was erected for sale, to attract purchasers, and as an advertisement, but more particularly as a specimen building. It had a board on it notifying that it was for sale. The magistrate found as a fact that the bungalow was a wooden structure of a movable or temporary character, placed there merely for the purpose of sale and as a specimen of the wares sold by the respondents. He was of opinion, as a matter of law, inasmuch as it was merely exhibited by the respondents as wares which they had for sale, that upon the true construction of the 13th section of 45 Vict. c. 14 the respondents had committed no offence, and dismissed the summons. The section referred to provides that "it shall not be lawful for any person to erect or set up in any place any wooden structure or erection of a movable or temporary character (unless the same be exempt from the operation of the first part of the Metropolis Building Act, 1855) without a licence in writing first had and obtained from the board"—*i.e.*, the Metropolitan Board of Works; a penalty is imposed for infringement of the section and an exception is made in favour of temporary structures used during building operations. On behalf of the county council it was argued that the structure complained of was a temporary structure for which a licence was required under the above section. *Stevens v. Gourley* (7 C. B. N. S. 99), *Hall v. Smallpiece*, (59 L. J. M. C. 97), *London County Council v. Candler* (60 L. J. M. C. 114), and *London County Council v. Pearce* (1892, 2 Q. B. 109) were cited.

The Court (Wills and Kennedy, JJ.) dismissed the appeal.

Wills, J.—This case is one of some difficulty. The structure complained of comes within the actual words of the section, but the authorities cited shew that that in itself is not conclusive. The question is whether the Act was intended to apply to structures that are not purposed to be used where they stand, and are only part of a manufacturer's stock in trade. It is impossible to draw a logical line; but the test to be applied in each case according to the decisions is, What is the purpose of the structure, and the object of placing it where it is placed? If the object is exhibition only with a view to removal when a purchaser can be procured, then the principle of the cases cited applies, and the case is outside the provisions of the Act.

Kennedy, J.—I am of the same opinion. The scope of this section has been to some extent limited by the decisions which have been referred to, and I do not think that the present case falls within it. It would be very difficult to formulate a definition. There is, however, one salient point. The structure was not intended for use on that spot. It was on the premises solely for the object of immediate sale. The Act was intended to apply to buildings movable and temporary, it is true, but only to buildings put up for use on the spot. If the Act covered this case, no one could construct a summer-house or any kind of habitation for man, still less could they expose it for sale outside, without a particular licence from the London County Council in each case. I shrink from holding that that is necessary. The decision of the magistrate must be affirmed. Appeal dismissed.—Counsel, *F. F. Daldy; Poland*, Q.C., and *Travers Humphreys*. Solicitors, *W. A. Blaxland; F. Duerdin Dutton*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

Bankruptcy Cases.

Re **HALLETT**, *Ex parte* **NATIONAL INSURANCE CO.**—Q. B. Div., 16th July.

Bankruptcy—Proof—Calls on Shares—Person Injured by Disclaimer—Measure of Damages—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 55 (7).

This was an appeal by the liquidator of the National Insurance Co. (Limited) against the rejection of his amended proof for £4,000 by the trustee of the separate estate of Milford Hallett. The debtor held 1,000 shares of £5 each in the company, upon which 10s. was paid. A receiving order was made against the debtor upon the 2nd of June, 1893, and his trustee disclaimed the shares upon the 6th of August. Prior to the 6th of August a call of 10s. per share had been made by the company, and upon the 10th of August a second call was made for the same amount. Upon the 4th of September the company was ordered to be wound up, whereupon, by the terms of the articles of association, the whole amount of the uncalled capital became payable. Upon the 6th of September the liquidator tendered a proof against the debtor's estate for £4,500, but the trustee rejected all but £500, being the amount of the call made prior to his disclaimer. Upon the 31st of October the liquidator tendered an amended proof for £4,000 for damages caused by the operation of the disclaimer (under section 55 (7) of the Bankruptcy Act, 1883). The trustee rejected the proof, and this appeal was brought against his decision. Counsel for the appellant contended that the amount of damages he had a right to prove for was the amount the company had lost by the loss of the contract to pay calls, assuming the solvency of Mr. Hallett—namely, the whole of the claim for £4,000 which had been rejected by the trustee. They cited *Re West of England Bank, Ex parte Budden & Roberts* (27 W. R. 906, 12 Ch. D. 288), *Re Llynvi Coal Co.* (20 W. R. 105, L. R. 7 Ch. App. 28), and *Re Mercantile Marine Assurance Co.* (33 W. R. 360, 25 Ch. D. 415). Counsel for the trustee admitted the right of proof, but denied that the appellant was entitled to assess the damages at the whole amount due on the shares, and suggested that the company would benefit unduly by such an arrangement, for if there were a surplus over the liabilities, the trustee, having disclaimed, would have no share in it. They cited *Re Muggeridge* (18 W. R. 963, L. R. 10 Eq. 443).

Vaughan Williams, J., allowed the appeal. His lordship said that the company ought to be put in the same position they would have been in but for the disclaimer. If it had been shewn that the shares which came back to the liquidator of the company upon the disclaimer were of any value, such evidence might have gone to reduce the amount claimed as damages. As there was nothing in the facts before the court which tended to reduce the damages, the proof must be admitted for the full amount.—Counsel, *Moulton*, Q.C., and *Scrutton; Herbert Reed*, Q.C., and *Whately*. Solicitors, *Parker, Garrett, & Parker; Rooper & Whately*.

[Reported by P. M. Francke, Barrister-at-Law.]

Re **SANDERS**, *Ex parte* **SANDERS**—Q. B. Div., 17th July.

Bankruptcy—Practice—Petition by Limited Company—Proof of authority of Secretary to present—Affidavit verifying Petition—Notice to dispute Facts in Petition—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 148; Rules 160-162.

This was an appeal against a receiving order made by the registrar of the county court at Dudley; the ground of appeal being that the petition was by a limited company and that there was no proof before the registrar that the secretary of the company, who presented the petition, was duly authorized under the seal of the company so to do (Bankruptcy Act, 1883, s. 148). It appeared from the evidence of the solicitor to the company that no notice under rule 160 had been given to them that the debtor intended to dispute the authority of the secretary to present the petition. When the parties came before the registrar the solicitor for the debtor asked for the production of the company's minute-book, and as that was not forthcoming objected that there was no proof of the secretary's authority. The solicitor to the company offered to let him cross-examine the secretary, and called the registrar's attention to the affidavits in verification of the petition and in proof of debt, in both of which the secretary stated that he was duly authorized under seal. The registrar held that the affidavits were sufficient evidence, and asked the solicitor for the debtor to proceed to his next point, which he did without further objection. Eventually a receiving order was made, against which this appeal was brought. Counsel for the appellant contended that he had an absolute right to put the secretary to formal proof of his authority although he had not given notice to dispute it, and cited *Re Collier, Ex*

parte Dan Rylands (Limited) (8 Morr. 80) and *Re Calthrop* (16 W. R. 446, L. R. 3 Ch. App. 252). Counsel for the respondent denied the debtor's right to dispute statements in the petition without giving notice, and cited *Re Whitley* (8 Morr. 149), *Ex parte Lowenthal* (22 W. R. 446, L. R. 9 Ch. App. 324), and *Ex parte Torkington* (22 W. R. 602, L. R. 9 Ch. App. 298).

Vaughan Williams, J., dismissed the appeal. His lordship said that the debtor's solicitor had in fact waived the objection, and that he dismissed the appeal upon that ground alone, and wished it to be understood that an affidavit in verification of the petition had served its purpose when the petition is filed, and must not be relied on as evidence at the hearing of an opposed petition. With regard to disputing matters not set forth in the notice to dispute, the court will, if the matters are material, usually grant an adjournment to have them proved, yet the debtor has not a right to have such matters proved, but depends on the discretion of the court. Nevertheless a petitioner should go into court prepared to prove all essential matters in his petition, not merely those which the debtor has given notice to dispute.

Kennedy, J., concurred.—Counsel, *Muir Mackenzie; Herbert Reed*, Q.C., and *Hansell*. Solicitors, *Sharpe, Parkers, & Co.; Heath, Parker, & Brett*.

[Reported by P. M. Francke, Barrister-at-Law.]

Re **CROOKE**, *Ex parte* **SHERIFF OF SOUTHAMPTON**—Q. B. Div., 17th July.

Bankruptcy—Sheriff—Costs of Advertising Sale—Duty of Sheriff—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 145, rule 118—Bankruptcy Act, 1890 (53 & 54 Vict. c. 71), s. 11 (1).

This was an appeal against a decision of the registrar of the county court of Southampton refusing to allow the sheriff his costs of advertising the debtor's goods for sale and having them catalogued, upon the ground that he had acted with unreasonable haste, and should have waited for five days before proceeding to advertise the goods for sale as is required of bailiffs under the County Courts Act. The sheriff had received the writ of *fi. fa* upon the 11th of January, with a letter from the execution creditor asking him to proceed with dispatch. He therefore seized upon the 11th and advertised the goods upon the 12th and two following days for sale upon the 15th. The debtor filed his petition in bankruptcy upon the 12th of January. The sheriff handed over the proceeds of his seizure to the official receiver and applied to him for his costs, which were taxed by the registrar and certain items were disallowed as stated above. The sheriff appealed.

Vaughan Williams, J., allowed the appeal, holding that the principle upon which the registrar had acted was quite wrong. A sheriff has no duty at common law like that imposed upon county court bailiffs by statute. His duty rather is to have regard to the instructions of the execution creditor as far as is reasonable. If it were obvious that he had incurred expense in advertising when he knew there would be no sale, then the registrar might, in his discretion, have disallowed the costs, but such was not the fact in this case, and the registrar had not acted upon his discretion, but upon an erroneous principle.

Kennedy, J., concurred.—Counsel, *Rawlinson; Whinney*. Solicitors, *Lovell, sen., & Pitfield; Morgan, Price, & Morgan*.

[Reported by P. M. Francke, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING.

The annual general meeting of the Incorporated Law Society was held on Friday, the 13th inst., at the hall of the society, Chancery-lane, Mr. F. P. Morrell (Oxford), the retiring president, taking the chair. There was a moderate attendance.

President and Vice-President.

The President stated that Mr John Hunter (London) had been proposed as president, and Mr John Wreford Budd (London) as vice-president for the ensuing year. As there were no other candidates he declared them duly elected.

Mr Chas. Ford (London) said he was very glad to see that the president and vice-president had not been nominated by members of the Council.

Vacancies on the Council.

The President proceeded to the election of the twelve vacancies on the Council caused by the retirement of ten members by rotation, and by the death of the late Sir Henry Watson Parker (London) and the late Mr. B. P. B. Colton-Fox (Sheffield). The following were the names of the members who go out of office by rotation, all of whom, with the exception of Dr. Edwin Freshfield (London) and Mr. Richard Mills (London), offered themselves for re-election:—Mr. Addison (London), Mr. John Cooper (Manchester), Dr. Edwin Freshfield (London), Mr. William Godden (London), Mr. Grinham Keen (London), Mr. N. T. Lawrence (London), Mr. Richard Mills (London), Sir Thomas Paine (London), Sir Albert K. Rollit (London), Mr. W. Melmoth Walters (London).

The following were the new candidates:—Mr. Arthur Wightman (Sheffield), Mr. James Samuel Beale (London), Mr. Harry Attlee (London), Mr. James Heelis (Manchester), Mr. J. Curtis Leman (London), Mr. Edmund Kell Blyth (London).

Mr. Ford thought it extremely unfortunate that amongst the nominators of candidates were the names of the following members of Council:—Mr. Walters, Mr. Cunliffe, Sir Thomas Paine, Mr. Jno. Hollams, Mr. John Hunter, Mr. Wing, and Mr. Cooper. He did think it was to be regretted that the candidates to council, however worthy and zealous, should be nominated by members of the council. There was at one time a house list, and candidates were elected by command of the council. He had thought the practice was dead and forgotten, but he could not help thinking there was a risk for its revival. The members of society were to be numbered by thousands, and he thought that, among them, capable men were to be discovered who were fit persons to nominate candidates. He said with all respect that it was a pity that members of council should nominate candidates, and he hoped it would not occur again.

The President said that, as the candidates were more in number than the vacancies, an election by ballot would be necessary. He therefore appointed the following gentlemen to act as scrutineers:—Mr. Grantham Dodd (London), Mr. J. H. Kays (London), Mr. W. Milne (London), Mr. H. R. Oldfield (London), and Mr. J. V. Watson (London).

Auditors.

Mr. Dillon Ross-Lewin Lowe, Mr. P. R. T. Toynbee, and Mr. John Stephens Chappelow, were appointed auditors of the society's accounts for the ensuing year.

Society's Accounts.

The President moved that the accounts and receipts and disbursements for the year ending 31st December, 1893, be approved.

Mr. Ford said he was sorry to see by the report that the account of income and expenditure unfortunately showed a balance of expenditure over income of £1,253 18s. 10d. That of course was a most unhappy state of things. It was unfortunately in 1892 even worse, for then the expenditure over income was much as £1,570. He could quite understand that this unfortunate state of things must be a source of great anxiety to the members of the council, to whom the members looked to safeguard their interests. He was very sorry to see that the council, in their judgment, still continued to saddle the unfortunate Articled Clerks' Fund with so unjust and so large a part of the expenditure of the society. It was again debited with the unreasonable sum of £2,700 as the articled clerks' share of the nominal rent; and in fact he noticed that, whilst the receipts from the students and the number of students who had presented themselves for examination had decreased, the council had increased the charges made against them. Again, he saw that there was as much as £3,000 charged against them for "salaries to officers, clerks and servants, pensions, and special grants." Then in the accounts there was the item, "Entertainments after each examination and council luncheons for the year, £816 3s. 5d." He made these criticisms in the most friendly way, in the hope that attention would be paid to the matter in the future, and also because they were all anxious that the balance should be on the right side. Then there was the item, "House expenses, £551 13s. 2d." He did not know whether he might take it that that item included banquets given by the council.

The Secretary: No.

Mr. Ford said that in that case he was unable to discover in which item it was to be found. He should be very glad to know, and also how the £551 13s. 2d. was made up. In regard to the students' side of the case, although the society had received as large an amount as £7,523 3s. for their fees which were to be applied in a specific way under the Act of Parliament dealing with the subject, in their great liberality the council had expended by way of encouragement to the students the munificent sum of £144 11s. 5d. in prizes. He did think that, looking at the way in which the bar treated their students, offering them scholarships and exhibitions, and seeing the large revenue that came to the society from the students, a little more than £144 ought to have been expended on this account. He would only say in conclusion that he felt some anxiety in regard to the financial condition of this corporation.

The President said that Mr. Pennington, the chairman of the Finance Committee, would reply to Mr. Ford's remarks, if necessary, but he (the President) thought he could answer most of Mr. Ford's queries. The item "entertainment after each examination and council luncheons for the year, £816 13s. 5d.," included entertainments and dinners. Considering that the council had had the opportunity of entertaining many distinguished people at the examination dinners, he thought the majority of those present would be of opinion that they had not been very extravagant. With regard to the "house expenses, £551 13s. 2d.," he could not give details, but Mr. Pennington would do so if necessary, or Mr. Ford could see the books for himself at any time. With regard to the articled clerks, he felt very much as Mr. Ford did. He wished very much indeed that the council could allocate more money to the articled clerks, or charge them, with honesty to the society, with less money. But the council had had a committee sitting who had gone very carefully and very fully into the matter during his term of office, and representatives from the articled clerks had also had interviews with the council. The council had considered most fully all they had to put before them, and the council had explained the matter fully to them, and especially to a very able member of their body, Mr. Aske; and he thought the council had satisfied them that they really were doing the most they could do in the present circumstances, and with, he regretted to say, their limited funds. Mr. Ford had alluded to the Inns of Court. If the council had the funds at the disposal of the Inns of Court, they certainly would do a great deal more than was possible under present conditions.

Mr. Ford asked for further information as to the "household expenses."

Mr. Richard Pennington (London), said the item for gas alone was a very large one. It also included the washing of towels, providing the servants with their liveries, payment of wages, and all incidental expenses of that kind which were collected together into one opening of the ledger under "house expenses." He did not know whether it was necessary to give Mr. Ford any further information. If Mr. Ford wished for more details he thought the most convenient course would be that he should examine the books for himself.

Mr. FORD asked whether he was to understand that the item included gas?

Mr. PENNINGTON: Yes, and coals.

Mr. FORD asked whether it included the gas and coals used by the club?

Mr. PENNINGTON: No.

Mr. FORD asked if it was the same meter?

Mr. PENNINGTON: No.

The PRESIDENT said he regretted extremely that there should be a balance on the wrong side of the account, and he had some hope that this would be removed by the assistance given by country members in the shape of an increased subscription.

The accounts were adopted.

ANNUAL REPORT—LEGAL EDUCATION—AUDIENCE OF SOLICITORS.

The PRESIDENT moved the adoption of the annual report.

The Vice-President (Mr. HUNTER, London) seconded the motion.

Mr. FORD said he had ventured in former years, perhaps most imprudently, perhaps most unjustly, to censure the council in regard to the conduct of the affairs of the society, but he felt that if there was any blame it was attachable rather to the members of the society, who took little or no interest in the society's affairs, than to the council, who did perhaps the best they could in difficult circumstances. They were confronted in this report with a serious state of things. The income was falling off, and the society was getting new members, who in the country paid a subscription so nominal that it was hardly worth having. If the council called upon them to pay a reasonable subscription, as was suggested, would they continue to subscribe, and would the effect be that the income would fall off more than ever? The position was somewhat embarrassing. He looked in vain in the report for any reference to legal education. In their report last year the council had dealt very fully with that very important subject. He did not think the society had any more important subject to consider than that of legal education. Last year the council had adopted a new scheme. He had taken the liberty of adversely criticising that scheme, and had gone so far as to say that they could not expect, merely with the assistance of the Postmaster-General in sending questions to students, to bring about a proper system of legal education. However, the new system was launched, and the council in their report were absolutely silent as to the result of this wonderful new scheme. Subject to anything the council might say, they might reasonably fear that the new scheme had turned out what many thought it would be, a disastrous failure.

Mr. PENNINGTON: Oh, no.

Mr. FORD said the council told the members nothing about it, but they got a slight inkling of the state of affairs by a reference to the financial aspect of the matter. The council stated, in introducing the new scheme, that there was a serious falling off in the attendance at the lectures. It had come down to the society receiving only £530 from the students for the system of legal education. But this wonderful new magnificent scheme resulted in the munificent sum of £507 3s. 0d. being received from the students. This was a serious state of things, and he felt quite satisfied that the time was coming when the £7,000 the society received from the students would be handed over to the London University or to some other university, which would be left to furnish a proper system of legal education. He should very much like to see the long vacation got rid of, but he supposed there was no hope for it whilst all that was done was to nibble at it in a very unsatisfactory way. The question of the appearance in local courts of justice of the managing clerks of solicitors was referred to in the report. It was a subject of very great importance. But with regard to the case referred to in the report, that of "The Queen against His Honour Judge Snagge, *ex parte* the Incorporated Law Society," he did not think the council had taken quite the right course in the matter. It ought not to be enough that a qualified solicitor, who was managing clerk to another solicitor, should be allowed to appear as an advocate for a client to that solicitor. He hoped the council would go further, and would feel that the time had come when the monopoly of the Bar should not continue to the extent it does in the county courts, by the practice by which one solicitor in the country was prevented from instructing another. Surely if a solicitor was in large practice, and was not in the habit of appearing as an advocate, and knew in his town an able and qualified man who did so, he ought to be at liberty to instruct him. The present state of things was an inducement to irregularities, in the sense that one solicitor might be tempted to make some arrangement with the other, which might not be entirely above board. He hoped the council would go a little further, and see if they could not get rid altogether of that unjust restriction. Every member must know that there were many parts of the country where it was quite impossible to get a member of the bar—at all capable at all events—to attend in the county court.

The PRESIDENT hoped he might say on behalf of the council that they would certainly bear in mind what Mr. Ford had said about the audience of solicitors, and the council very much hoped that the Lord Chancellor would allow solicitors to instruct their own managing clerks who were qualified as solicitors to go into court. Whether they would get this extended to one solicitor instructing another was another matter. He thought the Bar would be very jealous of such an innovation.

EXTENSION OF HALL AND OFFICES. REGISTRY.

Mr. F. R. PARKER (London) referred to the answer he had received at the annual meeting last year from the then president with regard to the plans for the new buildings. He believed they were within three years of the time when the leases of the society's property adjoining would fall in. He had spoken at the last annual meeting of the crowded state of the hall and offices, and of the great want of accommodation in almost every part of the building. The answer given by the then president was that the plans as soon as settled would be exhibited in the hall. He (Mr. Parker) thought there was no further time to lose, and they ought to get on with the matter. He also wished to refer to the registry. He asked whether the president could give him any information with regard to a not unimportant memorial which had been sent in to the council last November, and which was signed by forty-four of the members of the society. He saw no notice of it in the report, or of the subject to which it referred. He had had a long and very courteous correspondence with the secretary, who had pointed out that the time had not yet come to deal with the matter. One point of the memorial was that the registry was a very important feature which the signatories desired should be kept up. It was believed that the loss in that respect which was recorded in the report was capable of improvement, and there was one matter in regard to which they felt very keenly, which was that it was not right to tax clerks for the entry of names on the register.

The PRESIDENT said, with reference to the plans for extending the society's buildings, that a committee had been considering the matter in great detail, and they were in so forward a state that he was quite sure any member who wished to see them could do so, and would be able to understand them. They were not, however, in so advanced a state that they could be brought forward for the approval of the members, and this was chiefly on the ground of finance. With an adverse balance, the council naturally felt somewhat reluctant to involve the society in the great expense of extending the buildings to Carey-street. They would be delighted to do so. The library required additional room; more room was badly wanted for the examinations of law students. At the same time, to carry out these works properly, and in a way which would be creditable to the society, must cost a very large sum. Without doubt the society would be able to borrow the money, still they would have to pay interest, and, he hoped, to set aside a sinking fund to repay it. Under all these circumstances, the council had decided—there being a little time to spare—to defer the matter for the present. They were going to consult the country members, and see if they could get additional funds by reverting to the old subscription of £1 1s. instead of that at present paid; and in short, they were going to see whether they could not, by economy and otherwise, increase the funds so as to properly embark upon the undertaking.

Mr. FORD observed that the club premises would be available for the use of the society by giving the club twelve months' notice.

The PRESIDENT said, with reference to the registry, that the council were very anxious it should not be stifled; but what they had felt was that, under the new scheme, it should work out at least for an entire year before any change was made. The memorial Mr. Parker had referred to had been very carefully considered; he did not know that it was usual to mention in the annual report every memorial that was laid before the council.

ELECTIONS TO THE COUNCIL.

Mr. C. E. MATTHEWS (Birmingham) asked if the council had determined, notwithstanding the arrangement which had been come to in 1874, that it was within their rights to nominate gentlemen to vacancies on their body.

The PRESIDENT: Yes, sir. They have decided it. It is desirable that they should be at liberty to do so. May I mention, with reference to the matter, that the country law societies not only nominate members, but also send out circulars. It is, as it seems to the council, very desirable that they should be at liberty to say that A, B, and C are, in their opinion, suitable persons for election. They do not propose to do anything more than merely put their names, if they are asked to do so, to nomination papers.

Mr. MATTHEWS said he did not know what was the practice in the country, but this was not the course that was pursued in Birmingham. He should like to point out that it appeared to work very harshly with regard to one of the candidates upon the present occasion.

Mr. C. T. SAUNDERS (Birmingham), as one of the oldest country members of the council, said, that the resolution which had been arrived at by the council had not met with his approval or, he believed, with the approval of some other members. They considered that the course which had been followed for twenty years had proved itself to be so eminently successful that it was a pity it should be disturbed. They had also felt that the alteration was likely to lead to the return of that much-to-be-lamented apathy with regard to the working of the society which he was old enough to remember existed to a very great extent before 1874, when the beneficial change, as he considered it, was made. A minority of the council thought it was far better that there should be a chance of a person not perhaps of the very first position being added to the council board, though that had not at present taken place, than that there should be that to which he had referred, and which had led in past years actually to the formation of another society, the Metropolitan and Provincial Law Society, which was happily afterwards merged in the Incorporated Law Society. He and others had thought that it was very undesirable that there should be any chance of such a state of things happening again, but they had had to defer to the opinion of the majority, and they hoped it would not prove so injurious as they thought it was calculated to be. He could not help agreeing with Mr. Matthews that it had had perhaps the effect of placing one of the candidates in a somewhat less advantageous position than the other candidates, but he could not believe that it would ultimately work to his disadvantage.

The PRESIDENT: I think it right and fair that the minority should express their opinion; but I suppose we must bow to the majority. It was very carefully considered, and Mr. Saunders will bear me out that he and his friends had the fullest opportunity of putting forward their views on several occasions.

Mr. W. MELMOTH WALTERS (London) thought there was a little misconception regarding the matter. There had been no breach of any arrangement made in 1873. He had taken the trouble to look up the report of that meeting in 1873. A circular had been issued by the council, and the reason given was that another circular had previously been issued, dated from the Law Institution, which had a tendency to lead to the belief that it was an inspired and official circular. To counteract that, the council sent out the circular to which he had referred, which said that they had nothing to say beyond that, if members wished to know their views, they "thought the following gentle-

men should be elected." Attention was called to the circular at the general meeting, and the council distinctly said they had no intention to interfere with the elections, but nothing was said about the members of the council having given up their undoubted right to nominate candidates. When they joined the council they did not say they gave up their rights as members. The view of the council for some years had been that they should keep apart from the nominations altogether, but there had been great discontent in regard to the matter. Discontent had arisen outside the council, as the members were not able to get any information as to the views of the council, as to who were the best candidates, and there had been discontent in the council who were themselves fettered by this self-denying ordinance. Why should he be deprived as a member of the society of his right to propose or second a candidate? He did not pledge the council. Of course, he took care he did not propose a man who was obnoxious to the council—that was a matter between him and the council. Most of the members of the council—Mr. Saunders was in a minority with one or two friends to support him—most of them felt that it was simply asking for that freedom which had never been taken from them, but had only been given up voluntarily. There had been no breach of any undertaking. No house list was issued by the council; no house list was intended to be issued.

Mr. FORD: Just as good.

Mr. WALTERS said, that if people came to ask him who the council thought suitable to fill vacancies, he had no hesitation in giving an answer. One of the candidates on the present occasion was said to be placed in an unfair position. He was quite sure any one of the council would be pleased to have him at their side on the council. But it was necessary to consider the position of the council, and what was needed in the different departments of the society's work. There was first of all the great division—town and country. Then there were minor divisions—chancery, parliamentary, common law, special work. There were plenty of good men; the difficulty was where to choose. What was wanted was representatives of each branch, so that when any subject came up they might be able to secure the services of a man or men who were qualified to talk with some authority on the subject. There was one particular branch at present in which the council were very deficient. He would not go into details, but this was an illustration. But the members must understand that in selecting A, the council were not casting any slur upon B. And in some members of the council proposing A, it must not be considered that if the members thought differently there would be any hesitation whatever in sitting beside B at the board. He hoped this would be allowed to pass without any difficulty. He hoped the members would think that the interests of the council are the interests of the society. In effect, if they found that the council were not really attending to the work in the way they ought to do, any recommendation by the council, or by members of the council, would fall very flat indeed. But if they thought the council were attending to their interests in the best way possible, and that they were in the best position to find the materials to carry on the work in the best way, he hoped they would not prevent the council from personally proposing candidates. If the council did not get proper men to carry on the work, the burden fell upon their own shoulders. They must have men who could work; there was no good in having ornamental men.

Mr. FORD: There are some, though.

Mr. WALTERS said that there had been ornamental men, he would admit, and the council were very anxious there should be no more ornamental men.

Mr. MATTHEWS said the remarks which had been made by Mr Walters had been very fair, temperate and reasonable; but he did not think he had quite hit the point which had affected some of them a good deal. For the last twenty years no doubt there had been either an undertaking, or an unwritten law, that members of the council should not nominate upon their own body.

Mr. WALTERS: That is just the point.

Mr. MATTHEWS said that if there had been no law on the subject, the members of the council had not nominated to vacancies on their own body.

The PRESIDENT: They have occasionally.

Mr. MATTHEWS said he was told that when Mr. Fowler was proposed eight or ten years ago he was nominated by members of the council, but when it was pointed out that there was a custom, which had been acted upon, that members of the council should not nominate to vacancies on their own body, the nomination was withdrawn and Mr. Fowler was nominated by members outside the council. He (Mr. Matthews) did not in the slightest degree object to members of the council nominating to fill vacancies. What he wanted to say was, that if the law, system, or habit which had grown up for twenty years had been altered the members ought to have had notice of it. There were three vacancies for which there were four candidates, and three of these gentlemen had been nominated by members of the council. He had every reason to believe that the fourth gentleman would have been nominated by members of the council if those who were willing to nominate had not themselves been bound by that unwritten law to which he had called attention. The result was that one of the four candidates, all admirable and eligible men, was placed at a great disadvantage, the other three having the advantage of being nominated by members of the council. The council were taking a step which had not been taken for twenty years.

Mr. FORD said there was no argument in the observations of Mr. Walters. It was for Mr. Walters to show a reason why the practice was for the good of the society, and if not to say so. It was most unfortunate that, of all members of the council, one of those who was retiring at this meeting, and was asking for re-election, should get up and advocate this state of things. The best answer the members could make was to take a note of the fact and not vote for Mr. Walters. He hoped Mr. Walters would give the meeting some more substantial argument than he had put forward.

Mr. W. J. HUMFRYS (Hereford) said that if the council had sent out anything like a house list he would have been thoroughly opposed to it. But it did seem desirable that members in the country especially should know who were the candidates the council considered they were able to work with and do the best for the society.

Mr. FORD: That is a house list.

Mr. HUMFRYS asserted that it was not a house list in any sense of the word. It was within the rules that ten members of the council might nominate a candidate for a vacancy. In the country the members had no means of knowing who were the candidates best fitted for seats upon the council. Taking Herefordshire and some parts of Wales which he represented, what did the members there know of the fitness of candidates in Northumberland and elsewhere. What had sprung up lately was a very mischievous practice for certain individuals to canvass for particular candidates and to ask their friends to vote for them. They did this under no particular sense of responsibility, and it was far better that country members should learn, in the way now proposed, who were considered by the council to be fitting candidates. He hoped the system would not be abandoned, because it seemed to him nothing more than an indication of the views of the council and a means of conveying information which, in the country, was very much wanted.

Mr. H. E. GRIBBLE (London) said he fully indorsed Mr. Humfrys' views. He presumed they were in a position rather different from that governing the election of directors, to which he had often heard the election to the council compared. He should be extremely sorry to see the time come when, even for the sake of getting the best and fittest men, the influence of the council should be allowed to become too strong. But at the same time he thought there were other evils which were very much worse. He thought that the system of canvassing which had been practised both in the country and in town for the last two or three years was liable to very great abuse. It was an exceedingly difficult thing for any man to withstand the requests of friends unless he had some opportunity of saying that he gathered that the best men were A., B., or C. What means had he of gathering that? He had ventured to address the meeting because an application was made to him personally some two years ago by a very leading country solicitor, who asked him if any suggestion could be made to gentlemen in the country as to what the views of the council were. He said that the desire of the solicitors in his town—a very large one in the north of England, larger than Birmingham—was to support men who they knew would be acceptable to the council, but they could not tell how to do so. He (Mr. Gribble) had discussed the question with several gentlemen—some of them were now on the council—and it was felt to be too invidious and delicate a matter for any private members to venture on. He believed that the practice of the council to propose candidates would be the very best way out of the difficulty.

Mr. MATTHEWS: Notice should have been given.

Mr. GRIBBLE did not know how that might be, but they were face to face with one thing. They had gentlemen coming forward, some of whom were proposed or seconded by members of the council. Mr. Matthews had said that three of these gentlemen were so proposed, and the fourth would have been every bit as good a man. He (Mr. Gribble) did not remember who these four were, therefore he was not speaking personally. He did not doubt for one moment that out of these four he should choose by preference the three proposed by members of the council, because he could feel sure that they would have had the list before them and would have selected men who were the best workers. It was most desirable that the members should have an indication of the men who were wanted.

Mr. H. R. OLDFIELD (London) asserted that the remarks of Mr. Gribble had only given fresh point to Mr. Matthews' observations, which the council had not attempted to answer. The point of Mr. Matthews' objection was that what had been regarded as an honourable understanding which had existed for twenty years had been broken without notice. He saw no objection to Mr. Walters' proposition that he had a right to propose or second any candidate for the council, but if there had been an understanding that it should not be done the onus rested on those members of the council who had departed from it that they should give notice to the supporters of the other candidates, so as to give them the opportunity of obtaining the support of members of the council for their candidate if they wished to do so. In order to test the view of the meeting he would move: "That this meeting, while regretting that formal notice was not given of the alteration in the practice of the past, recognizes and affirms the entire freedom of action of the various members of the council to nominate, second, and support candidates for election as members of the council."

The motion was not seconded.

Mr. T. S. PRESTON (London) said the argument had proceeded on an entirely erroneous basis. It had been assumed that a standing order had been broken, a settled rule put aside. As far as he understood it, no such thing had happened. It was quite true that the council had not for some years as individuals used their individual rights; but surely it could not be necessary to argue that a member of the council was either better or worse than anyone else as to his individual power. That which had been objected to and withdrawn was something in the nature of a house list, a general approval by the council.

Mr. PARKER agreed that no resolution was needed, and, as a London member, and with reference to what Mr. Humfrys had said, there were a great many town members who cordially welcomed this change. What they wanted to do was to strengthen the council in every way. The members were deeply indebted to the council for the amount of time they gave to the work of the society, and the council must know better than anyone else in what direction they needed strength and assistance.

Mr. J. Addison (London) said that one object Mr. Matthews had in view had been gained—and that was, that he should satisfy himself, and, he (Mr. Addison) hoped, everyone present, that no sort of slight had been intended towards Mr. Blyth. He hoped it would be understood that Mr. Blyth was as welcome a candidate as any could be to the council. Therefore, if it could be supposed that the want of notice had done him any harm, the expression of opinion he had received would amply obviate that want of notice. However much they might be divided as to the course the members of the council ought or ought not to take, there was one common interest before them all, the interest of the society. That was the only motive which actuated them all. Let him say what he thought the issue was. Were the members of the council or were they not, as representing the members of the society, to give up the rights which he certainly considered he for one had when he joined the council, of taking an interest in the election of members to the council? He considered he had that right, but he must go beyond that. He considered that, as watching over the interests of the members, the council had to a certain extent a duty to perform, and that was to see, as far as they could, that fit men put themselves forward in nomination as candidates for seats on the council of the society. That was what he wanted to know. He wished to be no party to anything underhand or to do anything that was not in full accordance with the desires of the members of the society. But he wanted to bring this out distinctly. Were the members of the council or were they not to take part in endeavouring to select good men to put themselves in nomination? The council had no thought of dictating to the members. He had no kind of an idea when he was elected a member of the council that he was giving up any right as a member of the society. He did not believe that any gentleman elected on the council had any idea whatever that the council collectively should be deprived of the rights of any of the members. He thought that it was in the interest of the society that the members of the council should take part in the elections in inviting the men whom the society required to protect their interests to come forward as candidates. Unless these felt that they were invited to do so by a body which, to a certain extent, may be said to reflect the views of the solicitor branch of the profession, they would not come forward. Take the case of their friend Mr. Fowler, who had been mentioned. He doubted very much whether Mr. Fowler would have ever been nominated as a member of the council if he had not been invited to do so by the council. They had felt on the death of Mr. Gregory that they wanted somebody in the House of Commons to represent the interest of the society, and so distinctly and emphatically they asked Mr. Fowler to allow himself to be put in nomination for a seat on the council. On several occasions when it had been thought some person would be of use to the society that person had been asked to allow himself to be put in nomination. There had been no sort of desire to force the candidate on the members. Were the council or were they not to take any part in endeavouring to bring before the society suitable candidates, and after having asked gentlemen to place themselves in nomination, was there any harm in the members of the council telling the members of the society that these gentlemen were coming forward at the invitation certainly of the council? That was the simple proposition before the meeting. He personally had the very strongest opinion that that was one of the functions the council could exercise to the greatest advantage. By asking candidates to come forward they could secure for the members most desirable help. He would be no party to anything underhand. He was not going to ask So-and-so to put himself in nomination and then to let it be supposed that he was taking no part in the matter. He considered that the course the council were pursuing was pursued in almost every other public body. The Civil Engineers did it, the College of Surgeons, and in every other body of the kind persons were asked to allow themselves to be put in nomination for seats upon the council, and they were more or less indicated to the constituency as persons whom the council were desirous to see as members. The council were perfectly prepared to welcome any colleague who came to them, and to work most cordially with him, but he wanted to know for his own guidance whether he was to take any part in the election.

Mr. Ford said the meeting was very much indebted to a member of the council for being so straightforward in saying that these three gentlemen were nominated by invitation of the council. Yet when he had said it was a "house list" he had been told it was not.

Mr. R. Cunliffe (London) said he was one of those who had nominated Mr. Heelis. He would tell them why. The council had passed a resolution that members of the council should be at liberty to nominate candidates. Mr. Cooper, of Manchester, from which town he (Mr. Cunliffe) came, was about to retire. Mr. Cooper had gone to Manchester with a knowledge of this resolution, and in the course of the next few days he (Mr. Cunliffe) was asked on behalf of the Manchester Law Society to nominate Mr. Heelis. Having understood from his colleagues on the council that Mr. Heelis would be an acceptable candidate he (Mr. Cunliffe) had consented to do so. Mr. Heelis had been two years on the council as an extraordinary member and he was found exceedingly useful. He had also joined in nominating Mr. Beale. The council wanted as a member a gentleman well acquainted with Parliamentary work, and that was the reason. The council had no desire to dictate to members, but he believed he might reasonably say that they hoped the members would accept their nominations on behalf of the interests of the society.

The report was then adopted.

Law List.

Mr. Thomas Marshall had given notice of the following motion: "That the ten guineas paid to the publishers of the *Law List* for prefixing an asterisk to the name of each member of this society be discontinued."

The President stated that Mr. Marshall had telegraphed that he was unable to attend the meeting, and therefore the motion would stand over.

On the motion of Mr. Ford a vote of thanks to the President concluded the proceedings.

It may be stated that the nominations of candidates who have not hitherto sat on the council to the four London vacancies are as follows (the names of members of the council are distinguished by an asterisk):—Mr. James Samuel Beale (Beale, Marigold, & Co.), nominated by *Mr. Wm. Melmoth Walters, *Mr. Robt. Cunliffe, Mr. J. S. Hargrove, and Mr. F. A. Currey; Mr. Henry Attlee (Druces & Co.), nominated by *Sir Thos. Paine and *Mr. John Hollams; Mr. J. Curtis Leman (Leman, Groves, & Leman), nominated by *Mr. John Hunter, *Mr. W. Melmoth Walters, Mr. Frederick Willis Farrer, and Mr. Geo. Edgar Frere; Mr. Edmund Kell Blyth (Wilkins, Blyth, Dutton, & Hartley), nominated by Mr. Francis Ince, Mr. Allan Field, Mr. Thos. P. Cobb, Mr. J. Morris, Mr. George E. Lake, Mr. J. Brend Batten, Mr. C. E. Mathews, J.P., Mr. G. J. Johnson, Mr. Ayerst Hooker, and Mr. Richard Dawes.

GENERAL MEETING OF THE BAR.

The adjourned general meeting of the bar was held on Saturday, the 14th inst., in the Inner Temple Hall.

The Attorney-General presided, and there was a large attendance.

Sir R. Webster moved the adoption of the report. He said they would all be glad that the report was unanimous. It had been arrived at after many meetings by gentlemen who commanded the respect of the profession, and represented all classes in the profession. The proposed body was a consultative and not an executive body. If it had been otherwise difficulties might have arisen which might have caused great anxiety.

Mr. Crackanthorpe, Q.C., seconded the motion.

Sir H. James, Q.C., M.P., as chairman of the Bar Committee, expressed his satisfaction at the result which had been reached. The Bar Committee had always felt its situation to be a tentative one, and that its functions might usefully be enlarged. The movement of which this meeting was the outcome was a great compliment to the Bar Committee. The new body would, like the old, be consultative only, without powers of discipline, but would be placed on a more representative basis than the Bar Committee.

Dr. Frederick James Tomkins made some observations.

Mr. Cooper Willis, Q.C., thought that a really representative body might be useful for some purposes. It was necessary that there should be such a body to be in communication with the bench of judges, and when the latter from time to time framed new rules to be able to tell them what the bar really wanted. There were other things which the new council might do in the ordinary way. But he did not quite understand how there could be no powers of discipline of any kind or how the new body could be merely consultative when the report stated that part of the duties of the council would be "the maintenance of the rights and privileges of the bar and the enforcement of professional discipline and custom." How could action be taken unless there were some executive power? If such powers as the Bar Council were to have were only consultative it would be just the same thing under another name as the Bar Committee, but instead of going to the profession for subscriptions it was proposed to get money from other sources. The bar consisted of about 4,000 men, and if it was not prepared to support this council to the extent of 10s. a year apiece it shewed that the profession did not care much about it. He doubted whether the benchers had power to delegate their functions or to make these proposed contributions to the council.

Mr. Cababe asked whether there was any reason to believe that the masters of the bench were prepared to supply this money.

The Chairman said that if a unanimous opinion of the bar of England were obtained it would have great weight with the benchers.

The motion was unanimously agreed to.

Mr. Marten, Q.C., said there were two things still to be done. First, to ask the Inns of Court to nominate members of the council; secondly, to ask them for the funds. Up to the present time the report had not been submitted to the benchers. It could not properly have been submitted before it had been presented to the bar. He hoped the serious consideration of the benchers would be given to it. He therefore moved that the Attorney-General be requested to send a copy of the report and proposed regulations to the masters of the bench of each of the four Inns of Court on behalf of the bar; to apply to the masters of the bench of each inn to nominate four practising barristers to serve on the general council of the bar; and to submit to the masters of the bench the suggestions of the committee confirmed by this meeting, that they should provide the necessary funds for carrying on the work of the council.

Mr. Crump, Q.C., seconded the resolution. He expressed his great satisfaction with the outcome of the movement and his sense of the magnanimity and freedom from preconception which had been manifested by this committee of fifteen. Those gentlemen were originally not of one opinion, but in their successive meetings they came unanimously to one conclusion. This was a good augury that the new representative body would work unitedly for the common interests of the profession.

The resolution was passed unanimously.

The Chairman said it was his duty, and would be his pleasure, to give effect to the resolution by obeying its terms.

Mr. Cohen, Q.C., moved, and Mr. Cozens-Hardy, Q.C., M.P., seconded, a vote of thanks to the Attorney-General for presiding.

The late Lord Coleridge was, says the *Albany Law Journal*, the only person who ever had the honour of sitting with the justices of the Supreme Court of the United States during an argument.

LEGAL NEWS.

CHANGES IN PARTNERSHIPS.

Dissolution.

Arthur Hussey and Richard Topping Beverley Atcherley, solicitors (Hussey & Atcherley), 3, King-street, Cheapside, London. June 24. [*Gazette*, July 13.

GENERAL.

Mr. Neville, Q.C., M.P., has brought in a Bill to amend the law relating to the costs allowed to mortgagees, and Mr. Cozens-Hardy, Q.C., M.P., a Bill to amend the Settled Land Act, 1882.

The Court of Common Council have agreed to a report of their Officers' and Clerks' Committee raising the salary of Mr. Francis Roxburgh, assistant judge of the Lord Mayor's Court, from £1,200 to £1,500 a year, this amount to be the maximum emolument of the office.

The *Albany Law Journal* says that an Iowa judge has just rendered an unique decision. He has discharged a man and his wife, charged with conspiracy, on the ground that it takes two persons to make a conspiracy, and husband and wife are one. This decision should be brought to the attention of Mr. W. S. Gilbert, who would undoubtedly find it useful for comic opera purposes.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July ... 23	Mr Rolt	Mr. Pemberton	Mr. Pugh
Tuesday ... 24	Farmer	Ward	Beal
Wednesday ... 25	Rolt	Pemberton	Pugh
Thursday ... 26	Farmer	Ward	Beal
Friday ... 27	Rolt	Pemberton	Pugh
Saturday ... 28	Farmer	Ward	Beal
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, July ... 23	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Tuesday ... 24	Leach	Jackson	Carrington
Wednesday ... 25	Godfrey	Clowes	Lavie
Thursday ... 26	Leach	Jackson	Carrington
Friday ... 27	Godfrey	Clowes	Lavie
Saturday ... 28	Leach	Jackson	Carrington

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Besch.—July 13, at 63, Broadhurst-gardens, the wife of John G. Q. Besch, barrister-at-law, of a daughter.

Bilney.—July 18, at Melfort, Weybridge, the wife of W. A. Bilney, solicitor, of a daughter.

Compton-Smith.—July 16, at Hampton Court, the wife of William C. Compton-Smith, barrister-at-law, of a son.

DEATH.

Spears.—July 11, at Kirkcaldy, William Roy Spears, solicitor and town clerk of Kirkcaldy.

WINDING UP NOTICES.

London Gazette.—Friday, July 13.

JOINT STOCK COMPANIES.

Limited in Chancery.

Mancetter Granite Co, Limited—Creditors are required, on or before Sept 1, to send their names and addresses, and particulars of their debts or claims, to John Haymes, Croft rd, Coventry. Browetts, Coventry, solors for liquidator

Rice Hamilton Exploration Syndicate, Limited—Petn for winding up, presented July 10, directed to be heard on July 25. Walls & Co, 27, Old Jewry, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

County Palatine of Lancaster.

Limited in Chancery.

Fustian Cutting Machine Co, Limited—Petn for winding up, presented July 11, directed to be heard at Assize Courts, Strangeways, Manchester, on Monday, July 23, at 10.30. Blair, 5, St James's sq, Manchester, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 21

FRIENDLY SOCIETIES DISSOLVED.

Atlas Lodge, Independent Druids Friendly Society, Falstaff Inn, Wicker, Sheffield. July 7

Friendly Odds Society, Coach and Horses Tavern, Snow hill, Birmingham. June 30

London Gazette.—Tuesday, July 17.

JOINT STOCK COMPANIES.

Limited in Chancery.

Imperial Property Investment Co, Limited—Petn for winding up, presented July 17, directed to be heard on July 25. Edwards & Son, 57, Moorgate st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

International Industries Syndicate, Limited—Creditors are required, on or before Sept 1, to send their names and addresses, together with full particulars of their debts or claims, to Alexander Perceval Matheson, 31, Lombard st. Williams & Neville, Austinfriars, solors for liquidator

Leasehold Investment Co, Limited—Petn for winding up, presented July 13, directed to be heard on July 25. Hargrove & Co, 16, Victoria st, Westminster, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

Metropolitan Rifle Range Co, Limited—Petn for winding up, presented July 14, directed to be heard on July 25. Wynne & Co, 5, New ct, Lincoln's inn, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

News and Book Co-operative Society, Limited—Petn for winding up, presented July 12, directed to be heard on Wednesday, July 25. Warriner & Kinch, 188, Fleet st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

Surrey Machinist Co, Limited—Petn for winding up, presented June 29, directed to be heard on July 25. Powell & Rogers, 17, Essex st, Strand, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

Tottenham Lager Beer Brewery and Ice Factory, Limited—Petn for winding up, presented July 13, directed to be heard on July 25. Goldberg & Co, 2 and 3, West st, Finsbury circus, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

Volcanic Aeration Co, Limited—Petn for winding up, presented July 11, directed to be heard on July 25. Taylor, 63 and 64, New Broad st, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

FRIENDLY SOCIETIES DISSOLVED.

Enderby Co-operative Boot and Shoe Manufacturing Society, Limited, West st, Enderby, Leicester. July 7

Faith Lodge, Independent Order of Odd Fellows, Manchester Unity, Grey Mare Inn, Regent st, Haslingden, Lancs. July 7

Philanthropic Brothers Friendly Society, North Pole Inn, 52, St. Mary st, Woolwich. July 7

Sons of Toil Benefit Society, Seaton Colliery Inn, New Seaham, Durham. July 7

Woolwich and Plumstead Mutual Co-operative Society, Limited, 71, Bloomfield rd, Plumstead. July 7

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, June 22.

Cole, Joseph, Evesham, Worcs, Seedsman Oct 1 Workman v Cole, North, J Garrard, Evesham

Turner, Edwin, Leicester, Innkeeper July 23 Turner v Turner, North, J Harding, Leicester

London Gazette.—Tuesday, June 25.

Dawson, Harriette, Eastbourne Oct 1 Barber v Dawson, North, J Toogood, New inn, Strand

Walker, William Dering, Romney Marsh, Kent, Farmer July 26 Pomfret v Walker, Chitty, J Bannon, New Romney

London Gazette.—Friday, June 29.

Poole, William, Preston, Lancs, Provision Merchant July 29 Seddon v Antrobus, Registrar, Manchester Preston, Manchester

London Gazette.—Tuesday, July 3.

Abraham, Alfred, Thornton Curtis, Farmer Aug 6 Stephenson & Mountain, Gt Grimsby

Blackley, John, Kentish Town, Gent July 30 Goldring & Bell, Gt Tower st

Brown, William, Pendleton, Cattle Dealer Aug 11 Bowden & Widdowson, Manchester

Carwardine, Thomas Edward, City rd Aug 10 Hores & Pattinson, Lincoln's inn fields

Chayton, John Cleboaux, Bridge House Croft, Gent Aug 13 Robinson, Darlington

Clarke, John, Kidderminster Aug 7 Talbot, Kidderminster

Close, John Wesley, Bournemouth, Wesleyan Minister July 28 Truvan m & Co, Bournemouth

Colson, John, Southampton, Gent Aug 1 Candy & Candy, Southampton

Copeland, William, Flixton, Suffolk, Excise Officer July 31 Hartcup & Son, Bungay

Crowther, Thomas, Holbeck, Mason July 31 Scott, Leeds

Daniel, John, Erdington, Gent Aug 1 Coleman & Co, Birmingham

Dyer, Rev Robert, Bournemouth July 21 J & W H Druitt, Bournemouth

Elliott, Sir George, Portland pl, Bart Aug 4 Norton & Co, Old Broad st

Evans, Louisa, Hastings Aug 10 Meadows & Co, Hastings

Fisher, John, Liverpool, Leather Dealer Aug 1 Snowball & Co, Liverpool

Fletcher, George Howard, Sheffield, Pawnbroker Aug 4 Bennett, Sheffield

Hargreaves, Elizabeth, Leek, Staffs Sept 1 Hacker & Allen, Leek

Harris, William, Walsall, Licensed Victualler July 31 Loxton & Newman, Walsall

Hasluck, Daniel Sidney, Olton, Gent Aug 17 Pointon, Birmingham

Healey, Elizabeth Whittingstall, Harpenden Aug 8 Sedgwick & Co, Watford

Jones, John Albert, Fulham, Gent July 30 Taylor & Taylor, New Broad st

Jones, Mary, Battersea Aug 7 Lawton & Co, Eye

Jones, Richard, Wallasey, Gent Aug 1 Newman & Kent, Liverpool

Ledbury, Emily, Stourbridge July 17 Wyndham, Stourbridge

Morgans, Rebecca, Cemmes July 25 Rowlands, Machynlleth

Munkley, Eliza Ann, Vennyfach July 31 Thomas, Brecon

Oswell, William Bassett, Ruyton, Farmer Aug 1 Jackson, Oswestry

Parkins, Henry William, Eton, Boat Builder Aug 1 Long & Co, Windsor

Richards, Edward, Brixton, Esq July 30 Withal & Co, Westminster

Richards, Harriet, Manchester, Widow July 16 Crofton & Craven, Manchester

Robinson, Herbert Mosse, Croydon, Wine Merchant Aug 13 Matthews, Lincoln's inn fields

Rothwell, Jonathan, Nottingham, Gent Aug 3 Leach & Son, Manchester

Smith, Caroline, Dalston Aug 6 Hughes & Sons, Covent Garden

Stone, Thomas Madden, Wimbledon, Esq Aug 3 Wilde & Co, College hill

Sykes, Lawrence, Manchester, Solicitor Aug 7 Lawrence Sykes & Co, Manchester

Taylor, Letitia Elizabeth, Cheltenham Aug 11 Farrar & Co, Lincoln's inn fields

THEOBALD, JOHN PETER, Furnival's inn, Solicitor Aug 1 Theobald, Furnival's inn
THOMAS ELLEN, Oswestry Aug 20 Lonqueville & Co, Oswestry
TIPLER, ANNIE, Hatfield Broad Oak Aug 14 Baker & Thorn eycroft, Bishop's Stortford
WALKER, ELIZABETH, Portsea Aug 5 Bolitho, Portsea
WISH, ANNE, Canonbury July 30 Nash & Co, Queen st

London Gazette.—FRIDAY, July 6.

ARBERY, SARAH, Clapton Aug 3 Keeping & Glosg, Lombard st
ATKINSON, WILLIAM ION, Bowes, York, Gent July 14 Heelis, Appleby
BAKER, ANNIE MARIA, Liverpool, Spinster Aug 1 Brown, North Shields
BALHATCHET, THOMAS, Plymouth Sept 29 Wilson & Loye, Plymouth
BLAKELEY, HENRY, Wakefield, Farmer Aug 31 Mander & Co, Wakefield
BARONESS DE BLAQUIERE, Rt Hon ANNA MARIA, South Kensington Aug 4 Routh & Co, Bloomsbury
BOYS, HENRY, Walsall, Gent Aug 7 Johnson & Co, Birmingham
CHALTON, THOMAS, Hoole, Gent Aug 18 Bridgman & Co, Chester
COWL, RICHARD, Tynemouth July 31 Brewster, Middlesborough
DANES, BENJAMIN, Dudley, Publican Aug 10 Warmington & Thompson, Dudley
DEAKIN, GEORGE HENRY, Davenham, Gent Aug 14 Norton & Seddon Smith, Liverpool
DODD, JACOB, Birmingham, Screw Manufacturer Aug 3 Pointon, Birmingham
ELDRIDGE, MARY, Clapham Sept 1 Saxton & Morgan, Portman sq
GOUGH, ALEXANDER CLEMENT FOSTER, Wolverhampton, Colonel Aug 10 Colebourn & Co, Wolverhampton
GRANT, WILLIAM, Pimlico Aug 1 Gibson & Co, Lincoln's inn fields
GREEN, CHARLOTTE, Southstoke, Widow Aug 6 Simmons & Co, Bath
HANMER, WILLIAM, Regent st, Esq Aug 4 Longbourne & Co, Lincoln's inn fields
HARRIS, MARY ANN, Leighton Buzzard, Spinster Aug 7 Newton & Co, Leighton Buzzard
HARRIS, WILLIAM, Walsall, Licensed Victualler July 31 Loxton & Newman, Walsall
HERBERT, AGNES ELEANOR, Mardy Farm, Mon, Widow Sept 6 Bythway & Son, Pontypool
HICKMAN, THOMAS, Wolverhampton, Timber Merchant Aug 11 Colebourne & Co, Wolverhampton
HILLMAN, SARAH, Brighton Aug 6 Kearsey & Co, Old Jewry
JENKINS, LOUISA, Birmingham Aug 4 Howlett, Birmingham
LOWTH, EMILIA LOUISA, Harestock, Winchester Aug 4 Bowker & Son, Winchester
MARTYN, WILLIAM MARSHALL, Whitemoor St Stephens, Draper July 31 Carlyon & Stephens, St Austell
NAYLOR, JOSEPH ULYSSES, Anerley, Gent Aug 4 King & Co, Queen Victoria st
NEIWIT, GASTON PIERRE FRANCOIS, Liege, Equestrian Aug 7 Selim, Mincing lane
STANFORD, VERE BENET, South Kensington Aug 5 Martyn & Martyn, New Bridge st
STILES, WILLIAM, Dalston Aug 11 Breese & Suggett, Aldersgate st
SUTTABY, HARRIET ANN, Putney Sept 1 Druces & Attlee, Billiter sq
SURPLICE, JOHN, Birmingham, Warehouseman Aug 11 Reece & Harris, Birmingham
TOWNLEY, CHARLES WATSON, Fulbourne Manor, Esq Aug 13 Young & Co, Essex st
VAUGHAN HUGHES, ELIZABETH JANE, Hemel Hempstead Aug 10 Stoneham & Son, Fenchurch st
WAKEFIELD, HENRY WILLIAM, Handsworth, Minister July 28 Isaac & Co, Birmingham
WALDRON, ANNA MARIA, Upper Tooting Aug 14 Layton & Co, Budge row
WALLER, GEORGE, Greenhithe Aug 1 Stoneham & Son, Fenchurch st
WILCOCK, WILLIAM BUTTERFIELD NEALE, St Leonards Aug 1 Windybank & Co, Bucklersbury
WILD, CHARLES, Cherhill, Grocer Aug 15 Gough, Calne, Wilts
WILLETT, EDMUND AUSTEN, Whitwell, I of W, Esq Aug 11 Bailey, Newport, I of W

London Gazette.—TUESDAY, July 10.

ATKINS, WILLIAM THOMAS, Boscombe Aug 17 Trevanion & Co, Bournemouth
BURT, GEORGE, Swanage, Esq Sept 4 Freeman, Westminster
CHALKLIN, FRANCIS, Tonbridge, Brickmaker Sept 5 Palmer & Wardley, Tonbridge
CHILCOTT, JAMES, Kingston on Thames, Tailor Aug 10 Wilkinson & Co, Covent garden
COOPER, MARY ANN, Burslem Aug 3 Julian, Burslem
DANIEL, JOHN HAYNES, South Molton st Aug 20 Laundy & Co, Strand
DORIA, HARRIET LOUISA, Goldhawk rd Aug 7 Ravenscroft & Co, Bedford row
FISHER, MARGARET, Liverpool July 31 Gibbons & Arkle, Liverpool
GARDNER, SAMUEL SIMPKIN, Ashley, Farmer Aug 31 Peed, Cambridge
GOOD, THOMAS, Kirtley, Chemist Aug 7 Reeve & Mayhew, Lowestoft
GRAHAM, GEORGE, Kirklington, Yeoman Aug 31 F & Keighley J Hough, Carlisle
GRIFFITHS, JAMES JONES, Buildwas, Farmer Aug 16 Carrane, Wellington
GUMBLETON, GEORGE, King's Bench walk, Barrister at Law Aug 10 Merriman & White, King's Bench walk
HERSEY, CLARENCE CANNING, Chiswick Aug 13 Brockman, Folkestone
HINCHLIFFE, JAMES, Bradford, Traveller July 23 Farrar, Bradford
HOMPES, JOSEPH, Manchester, Cigar Manufacturer Aug 10 Field, Manchester
INNS, DAVID, Chislehurst, Builder Aug 8 Simpson & Co, Southwark
ISAAC, FRANCES, Lakenham Aug 17 Hatch, Norwich
LA TROBE BATEMAN, ANNE, Moor pk Aug 31 Tallent Bateman, Manchester
LAUGHTON, FRANCIS, Scarborough, Gent Aug 25 Turnbull & Co, Scarborough
LE BRETON, EDWARD HEMERY, Torquay, Lieutenant Colonel Sept 1 Busk & Meller, Lincoln's inn fields
MANSERGH, ROBERT, Lancaster; JANE MANSERGH, Toxteth Park; CHARLES MANSERGH, Kirkby Lonsdale; and FRANK MANSERGH, Canada Aug 14 North & Co, Liverpool
MONKS, RICHARD, Radcliffe, Wine Merchant Aug 7 Clayton & Horsfield, Radcliffe
PEACHEY, WALTER HARVEY, Lower Clapton Aug 11 Gunnell, London Bridge
PICKERSGILL, EMMA, Leeds, Spinster Aug 1 Lupton & Fawcett, Leeds
PICKSTONE, JOHN, Altrincham, Gent Aug 7 Hankinson & Son, Manchester
PRATTEN, WILLIAM, Bristol, Gent Aug 30 Press & Inskip, Bristol
RADLEY, SUSANNAH, Leyton Aug 10 Harries, Coleman st
ROBINSON, JOHN, Leeds Aug 9 Scott, Leeds
ROGERS, MARY ANN, Bridgnorth Aug 18 Cooper & Haslewood, Bridgnorth
SAUNDERS, EDWARD, Brighton, Gent Aug 21 Howlett & Clarke, Brighton
SHUTTLEWORTH, JOHN, Withington, Lancaster Aug 23 Diggles & Ogden, Manchester
TINDALL, JOHN, Salmonby, Lincoln, Gent Aug 25 Turnbull & Co, Scarborough
WELLS, JAMES, Peterborough, Cooper Aug 11 Percival & Son, Peterborough

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 13.

RECEIVING ORDERS.

ARMSTRONG, THOMAS WILLIAM, Carlisle Carlisle Pet June 30 Ord July 11
ATKINSON, CAPTAIN EDWARDS, Hammersmith High Court Pet June 21 Ord July 10
BARNES, BEATRICE, Bloomsbury, Widow High Court Pet June 19 Ord July 10
BECKWITH, JANE ALICE RACHEL, Clacton on Sea, Stationer Colchester Pet July 9 Ord July 9
BENSON, FREDERICK, Dewsbury, Milk Vendor Dewsbury Pet July 9 Ord July 9
BLADON, WILLIAM, Birmingham, Provision Dealer Birmingham Pet July 10 Ord July 10
BOWDEN, JOHN, South Molton, Butcher Barnstaple Pet July 9 Ord July 9
BREWSTER, GEORGE, Theobald's rd, Provision Merchant High Court Pet July 11 Ord July 11
BRIGHTEN, CHARLES RICHARD, Barnes, Music Hall Manager Wandsworth Pet March 29 Ord May 10
CLARK, JOHN, Willenhall, Solicitor Wolverhampton Ord July 9
DAVIES, JOAN RHYDDERCH, Victoria st, Insurance Agent High Court Pet May 7 Ord July 10
DENTON, JOSEPH HENDERSON, Bradbury, Durham, Platelayer Stockton on Tees Pet July 7 Ord July 7
DOWNES, JOHN, Birmingham, Brewer Birmingham Pet June 21 Ord July 10
EVANS, HENRY, Sutton Coldfield, Leather Worker Birmingham Pet July 10 Ord July 10
FITZPATRICK, DANIEL, Leeds, Engineer Leeds Pet July 10 Ord July 10
GREENLAND, HENRY, Hastings, Grocer Hastings Pet July 9 Ord July 9
GRETTON, ALICIA RACHEL, Hastings, Spinster Hastings Pet June 25 Ord July 9
GUNNING, ROBERT HARDING, Swansea, Shipowner Swansea Pet July 11 Ord July 11
HARRIS, THOMAS, Preston, Beerhouse Keeper Preston Pet July 11 Ord July 11
HART, MICHAEL, Lower Tottenham, Licensed Victualler Edmonton Ord July 9
HENSON, HENRY, and GEORGE COWARD, Kendal, Corn Merchants Kendal Pet June 30 Ord July 11
HENDERSON, SAMUEL EDGAR, Bucklesham, Clerk in Holy Orders Ipswich Pet July 7 Ord July 7
HOWARTH, EDWARD GORNALL, Southport Liverpool Pet July 9 Ord July 9
INGLE, JOSEPH, Sheffield, Game Dealer Sheffield Pet July 10 Ord July 10
JONES, THOMAS WILLIAM, Navigation, Glam, Draper Pontypridd Pet June 26 Ord July 10
KERSHAW, HENRY, Rochdale, Grocer Rochdale Pet July 10 Ord July 10
LUKE, SAMUEL, Devonport, Bootmaker Plymouth Pet July 10 Ord July 10
LUTON, EDWARD, Bristol, Baker Bristol Pet July 9 Ord July 9
MELDRUM, FRANK ARTHUR, Manchester, China Dealer Manchester Pet July 10 Ord July 10
MORSE, FRANK ALEXANDER, Bayswater, Gent High Court Pet June 20 Ord July 11
MURPHY, G WYNDHAM, Gloucester crsnt, Surgeon High Court Pet June 21 Ord July 11
NICHOLLS, ROBERT, Truro, Butcher Truro Pet July 9 Ord July 9
OLDMAN, LEONARD, South Shields, Innkeeper Newcastle on Tyne Pet July 9 Ord July 9
ORTON, PETER, Leeds, Joiner Leeds Pet July 11 Ord July 11
PATRICK, SAMUEL, Bath, Baker Bath Pet July 10 Ord July 10
PAYNE, WILLIAM, Leicester, Fishmonger Leicester Pet June 22 Ord July 9
PHILLIPS, FRED, Pinner, Stockbroker St Albans Pet June 16 Pet July 6
REAH, JOHN GEORGE, Southwick, Grocer Sunderland Pet July 5 Ord July 10
ROBERTON, HENRY MATTHEW, Henley, Chemist Reading Pet June 25 Ord July 7
ROBINSON, WILLIAM ROGER, Salford, Coal Merchant Salford Pet April 24 Ord July 9
STINTON, GEORGE, Hereford, Shoe Dealer Hereford Pet July 10 Ord July 10
TOLLEMACHE, ELEANOR MARY, Pimlico, Widow High Court Pet May 19 Ord July 5
UNSWORTH, JOHN, Stockport Salford Pet July 9 Ord July 9
VICARY, JAMES PHILIP, Exeter, Builder Exeter Pet June 27 Ord July 9
WALTERS, HENRY, Teignmouth, Licensed Victualler Exeter Pet July 7 Ord July 7
WHITEHEAD, HENRY, Upper st, Licensed Victualler High Court Pet July 10 Ord July 10
WHITELEY, MARY, Leeds, Brush Manufacturer Leeds Pet July 7 Ord July 7
WILLIAMS, ALFRED NICHOLAS, Abercarn, Grocer Newport, Mon Pet July 9 Ord July 9
WRIGHT, SUSANNA FELINA, Leamington Spa, Schoolmistress Warwick Pet July 10 Ord July 10
WRIGHT, WALTER, Chelmsford, Chemist Chelmsford Pet July 6 Ord July 6

The following amended notice is substituted for that published in the London Gazette of the 19th June:—
MODLIN, CAROLINE ANNE, Tottenham Edmonton Pet May 25 Ord June 13

FIRST MEETINGS.

BACK, WALTER, Bayswater, late Licensed Victualler July 20 at 11 Bankruptcy bldgs, Carey st
BEATTIE, ALEXANDER LITTLE CHARLTON, Newcastle on Tyne, Auctioneer July 20 at 4.30 Three Tuns Hotel, Durham
BELL, CHARLES ERNEST, Boulogne, Mining Engineer July 21 at 11 Bankruptcy bldgs, Carey st
BERNSTEIN, GEORGE, 28, Budge row, Merchant July 20 at 2.30 Bankruptcy bldgs, Carey st
BIFFEN, ALFRED, Forest gate, P O Sorter July 20 at 12 Bankruptcy bldgs, Carey st
BOWDEN, JOHN, South Moulton, Butcher July 21 at 2.30 Blackford & Son, South Molton, Devon
BOWDEN, SAMUEL, Salford, Hay Dealer July 20 at 3.30 Ogden's chmbrs, Bridge st, Manchester
BRENCHLEY, CHARLES EDWARD, Leeds, Dripping Manufacturer July 23 at 11 Off Rec, 31, Manor row, Bradford
BRIGGS, WILLIAM, Hunsworth, Yorks, Agent July 23 at 12 Off Rec, 31, Manor row, Bradford
CHERRINGTON, WILLIAM ANTHONY, Albrighton, Salop, Farmer July 20 at 2.45 Off Rec, Wolverhampton
CLARKE, HARRY BISHOP, Tredegar, Outfitter July 20 at 12 Off Rec, 65, High st, Merthyr Tydfil
DAVIDSON, GEORGE L O, Pall Mall July 24 at 2.30 Bankruptcy bldgs, Carey st
DAVIES, MARY, Swansea, Tailoress July 20 at 12 Off Rec, 31, Alexandra rd, Swansea
EVANS, HARDING, Swansea, Butcher July 23 at 12 Off Rec, 31, Alexandra rd, Swansea
FITZPATRICK, DANIEL, Leeds, Engineer July 23 at 11 Off Rec, 24, Park row, Leeds
GALBRAITH, ARCHIBALD, Barrow in Furness, Coppersmith July 20 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
HALL, LAWRENCE ARTHUR, Portland pl July 24 at 12 Bankruptcy bldgs, Carey st
HART, LIONEL, Temple, Barrister at Law July 20 at 2.30 Bankruptcy bldgs, Carey st
HAYWARD, WALTER, Ashton Keynes, Innkeeper July 23 at 2 Henry C Tombs, Off Rec, 32, High st, Swindon
HOPE, the Right Hon FRANCIS PELHAM CLINTON, Piccadilly July 23 at 12 Bankruptcy bldgs, Carey st
HOWORTH, EDWARD GORNALL July 24 at 2 Off Rec, 35, Victoria st, Liverpool
LLOYD, JOHN HIRR, Cardiff, Coal Merchant July 26 at 11 Off Rec, 29, Queen st, Cardiff

MAJOR, JAMES, Kingsnympton, Butcher July 21 at 2 Blackford & Son, South Moulton, Devon
MEDHURST, THOMAS, Andover, Coal Merchant July 20 at 12 Off Rec, Salisbury
MITCHELL, WALTER, Manchester, Draper July 20 at 3 Ogden's chmbrs, Bridge st, Manchester
MOORE, MARIA, and JANE MOORE, Southport, Lodging house Keepers July 26 at 11 Off Rec, 35, Victoria st, Liverpool
MUSGRAVE, ALBERT RICHARD GAFFER, Kew, Teacher of Music July 23 at 11.30 24, Railway approach, London Bridge
NICHOLLS, ROBERT, Truro, Butcher July 21 at 11.30 Off Rec, Boscawen st, Truro
PEACOCK, JOHN, Tillingham, Farmer July 20 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
PHILLIPS, SAMUEL HENRY, and JOSEPH BERNARD SLATTER, Guildford, Grocers July 23 at 12 24, Railway approach, London Bridge
POULTER, FREDERICK, Aldermanbury, Cap Manufacturer July 23 at 2.30 Bankruptcy bldgs, Carey st
SAUNDERS, ALFRED WILLIAM, Flamstead, Farmer July 21 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
TURNPENNY, W D T, Leyton, Button Agent July 20 at 12 Bankruptcy bldgs, Carey st
WALDEGRAVE, DANIEL BURTON, Swineshead, Licensed Victualler July 25 at 12 Off Rec, 48, High st, Boston
WAY, RICHARD TEMPLE, St Helens, I of W, Miller July 21 at 4 19, Quay st, Newport, I of W
WILLEY, SAMUEL, Helston, Confectioner July 21 at 12.30 Off Rec, Boscawen st, Truro

ADJUDICATIONS.

ACRES, THOMAS, Great Grimsby, Farmer Great Grimsby Pet June 27 Ord July 9
BECKWITH, JANE ALICE RACHEL, Clacton on Sea, Fancy Stationer Colchester Pet July 9 Ord July 9
BOWDEN, JOHN, South Molton, Butcher Barnstaple Pet July 9 Ord July 9
BRIGGS, WILLIAM, Hunsworth, Agent Bradford Pet July 6 Ord July 9
CROSS, GEORGE JAMES, Forest Hill, Gent Greenwich Pet April 24 Ord July 10
DENNIS, JOSEPH, Knightsbridge, Tailor High Court Pet April 27 Ord July 10
DENTON, JOSEPH HENDERSON, Bradbury, Durham, Platelayer Stockton on Tees Pet July 7 Ord July 7
EVANS, HENRY, Sutton Coldfield, Leather Worker Birmingham Pet July 10 Ord July 10
FITZPATRICK, DANIEL, Leeds, Engineer Leeds Pet July 10 Ord July 10
GUNNING, ROBERT HARDING, Swansea, Shipowner Swansea Pet July 11 Ord July 11
HART, DAVID, Milk st, Hatter High Court Pet June 16 Ord July 9
HENDERSON, SAMUEL RODON, Bucklesham, Clerk in Holy Orders Ipswich Pet July 7 Ord July 7
HOWORTH, EDWARD GORNALL, Southport Liverpool Pet July 9 Ord July 9
HUGGETT, ALBERT, Bexhill on Sea, Plumber Hastings Pet May 18 Ord July 11
IRGLE, JOSEPH, Sheffield, Game Dealer Sheffield Pet July 9 Ord July 10
KERSHAW, HENRY, Rochdale, Grocer Rochdale Pet July 10 Ord July 10
LEE, THOMAS WILTON, Trafalgar bldgs High Court Pet March 12 Ord July 9
LUKE, SAMUEL, Devonport, Bootmaker Plymouth Pet July 10 Ord July 10
MAJOR, JAMES, Kingsnympton, Butcher Barnstaple Pet July 7 Ord July 10
MASKELL, HARRY PERCY, Fulham rd, Forwarding Agent High Court Pet June 28 Ord July 9
MCFARLANE, EVAN, Kensington High Court Pet April 27 Ord July 10
MEDCRAFT, WILLIAM, Islip, Provision Merchant Oxford Pet June 15 Ord July 10
MORGAN, CHARLES, Hereford, Baker Hereford Pet June 28 Ord July 9
NEWMAN, BENJAMIN HARDING, Holborn High Court Pet Mar 14 Ord July 10
NICHOLLS, ROBERT, Truro, Butcher Truro Pet July 9 Ord July 9
NOBLE, CHARLES, Leicester, Confectioner Leicester Pet July 9 Ord July 21
OLDMAN, LEONARD, South Shields, Innkeeper Newcastle on Tyne Pet July 9 Ord July 9
ORTON, PETER, Leeds, Joiner Leeds Pet July 11 Ord July 11
PARKER, JOHN HENRY EDWARD, Birmingham, Draper Birmingham Pet May 20 Ord July 11
PATRICK, SAMUEL, Bath, Baker Bath Pet July 10 Ord July 10
REAH, JOHN GEORGE, Southwick, Grocer Sunderland Pet July 5 Ord July 10
SPEERS, JOHN REID, and GEORGE CHARLES BARNES, Liverpool, Corn Merchants Liverpool Pet May 22 Ord July 10
STRONG, NICHOLAS, Birkenhead, Steam Tug Proprietor Birkenhead Pet July 8 Ord July 9
UNSWORTH, JOHN, Stockport, Curled Hair Manufacturer Salford Pet July 9 Ord July 9
VICTOR, RALPH, Commercial rd East, Tobacconist High Court Pet June 16 Ord July 10
WALTERS, HENRY, Teignmouth, Licensed Victualler Exeter Pet July 7 Ord July 10
WATSON, JAMES EDWARD, and CHARLES HENRY WATSON, Market Harborough, Corn Merchants Leicester Pet June 14 Ord June 28
WEBB, WALTER JOHN, Cowley, Baker Oxford Pet June 8 Ord July 5
WHITELEY, MARY, Leeds, Brush Manufacturer Leeds Pet July 7 Ord July 7
WILLIAMS, ALFRED NICHOLAS, Abercarn, Grocer Newport, Mon Pet July 9 Ord July 9
WILLS, SARAH, Chudleigh, China Seller Exeter Pet June 13 Ord July 7
WILSON, JOHN, Uxbridge rd, Jeweller High Court Pet July 7 Ord July 7
WOODS, MAJOR H B, Westbourne Park High Court Pet June 15 Ord July 10
HARRIS, THOMAS, Preston, Beerhouse Keeper Preston Pet July 11 Ord July 11

The following amended notice is substituted for that published in the London Gazette of 15th June :—

MERRIN, ARTHUR LANGWORTH, Swinton, Baker Sheffield Pet June 12 Ord June 12

The following amended notice is substituted for that published in the London Gazette of June 22 :—

MODLIN, CAROLINE ANNE, Tottenham Edmonton Pet May 24 Ord June 19

London Gazette.—TUESDAY, July 17.

RECEIVING ORDERS.

ADKINS, WILLIAM, Kidderminster, Upholsterer Kidderminster Pet July 6 Ord July 6
AKEHURST, EDWARD THOMAS, Hastings, Livery Stable Keeper Hastings Pet July 2 Ord July 14
ANCHOR, WILLIAM ALBERT, stony Stratford, Clothier Northampton Pet July 10 Ord July 10
BREWIS, JOHN, Sunderland, Solicitor Sunderland Pet July 5 Ord July 14
BROOKES, JOHN, Lymm, Farmer Warrington Pet July 12 Ord July 12
BROOKE, THOMAS CANDLER, Walton on the Naze, Stationer Colchester Pet July 13 Ord July 13
BUDD, EDWARD J, Bristol, Merchant Bristol Pet June 18 Ord July 13
BURR, JAMES MARTIN, Berwick, Baker Newcastle on Tyne Pet July 13 Ord July 13
CARLETON, JOSEPH SCHOLLICK, Newcastle on Tyne, Bookseller Newcastle on Tyne Pet July 3 Ord July 14
CARTER, JOHN ATKINSON, Barrow in Furness, Plumber Ulverston Pet July 14 Ord July 14
CLARIDGE, WILLIAM, Ryde, Government Clerk Newport and Ryde Pet June 2 Ord July 9
CROSSLEY, AARON, Birstall, Accountant Dewsbury Pet July 12 Ord July 12
FORT, WILLIAM, Keighley, Farmer Bradford Pet June 30 Ord July 12
FRIEDHEIM, ROBERT, Abchurch lane, Mercantile Enquiry Agent High Court Pet June 25 Ord July 15
GOGGS, LEONARD RUSSELL, Swaffham, School Proprietor King's Lynn Pet July 12 Ord July 12
GREAVES, FREDERICK EDWIN, Malvern Link, Butcher Worcester Pet July 9 Ord July 9
HALL, EMILY, Clifton, Spinster Bristol Pet July 14 Ord July 14
HALL, MARY ADELAIDE, Bristol, Spinster Bristol Pet July 14 Ord July 14
HANSON, FREDERICK, Halifax, Tool Maker Halifax Pet July 14 Ord July 14
HEY, FRANK, OLIVER COURTNEY HEY, and JAMES FREDERICK HEY, Keighley, Worsted Spinners Bradford Pet July 12 Ord July 12
JAMES, GEORGE, Ebbw Vale, Labourer Tredegar Pet July 14 Ord July 14
JERRARD, FRANCIS, Bedford st, Theatrical Agent High Court Pet June 11 Ord July 13
JOHNSON, WILLIAM DOWNING, Elvaston, Butler Derby Pet July 13 Ord July 13
JONES, PERCY, Whitley Lower, Tanner Dewsbury Pet July 12 Ord July 12
KINNANE, THOMAS, Bolton, Grocer Bolton Pet July 12 Ord July 12
LONG, JANE, Canterbury, Fishmonger Canterbury Pet July 11 Ord July 11
PEARCE, NATHANIEL, St Blasey, Cornwall, Builder Truro Pet July 14 Ord July 14
PIPKIN, JAMES, Nottingham, Grocer Nottingham Pet July 14 Ord July 14
RILEY, HANNAH MARIA, Dewsbury, Cabinet Maker Dewsbury Pet July 12 Ord July 12
ROBERTSON, F M, Fulham High Court Pet June 7 Ord July 12
SAVAGE, GEORGE NAYLOR, Lincoln, Bath Proprietor Lincoln Pet July 12 Ord July 12
SEALBY, THOMAS, Carlisle, Butcher Carlisle Pet July 12 Ord July 12
STEVENS, GEORGE, Kensal Green High Court Pet June 20 Ord July 12
WHITE, JOSEPH, Ulverston, Ironmonger Ulverston Pet July 12 Ord July 12
WHITEHEAD, WILLIAM DAVID, Bristol, Milkseller Bristol Pet July 12 Ord July 12

The following amended notice is substituted for that published in the London Gazette of the 13th July :—

CLARK, JOHN, Willenhall, Solicitor Wolverhampton Pet June 15 Ord July 9

FIRST MEETINGS.

ABLITT, FREDERICK CHARLES, Bath, Ironmonger July 25 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
APPLETON, LEWIS, Westminster, Author July 26 at 11 Bankruptcy bldgs, Carey st
BARR, JOHN, Liverpool, Grocer July 27 at 3 Off Rec, 35, Victoria st, Liverpool
BLACKBURN, RICHARD WHEAVER, Stafford, Plumber July 24 at 3 Wright & Westhead, St Martin's pl, Stafford
CARPENTER, EDWARD, Brighton, Corn Merchant July 24 at 3 4, Pavilion bldgs, Brighton
CLAYSON, JAMES, Barton on Humber, Grocer July 25 at 11 Off Rec, 15, Osborne st, Gt Grimsby
CLARIDGE, WILLIAM, Ryde, Government Clerk July 25 at 10 Newport
CUNNAM, H, WRIGHT, & Co., Gracechurch st, Merchants July 26 at 2.30 Bankruptcy bldgs, Carey st
DAVIES, JOHN, Newport, Veterinary Surgeon July 24 at 2.15 Wright & Westhead, St Martin's pl, Stafford
DAVIES, THOMAS, Pontypridd, Founder July 27 at 12 Off Rec, 65, High st, Merthyr Tydfil
DODGSHON, WILLIAM, Carlisle, Draper July 27 at 11 12, Lonsdale st, Carlisle
DORAN, JOHN THOMAS, Bridgwater, Pawnbroker July 24 at 12.15 George and Railway Hotel, Victoria st, Bristol
EVANS, ALBERT CHARLES, and HORACE GUSTAVUS BODDA, East Greenwich, Timber Merchants July 24 at 11.30 24, Railway approach, London Bridge
GERBERT, ROMAIN, Cannon st, Provision Agent July 26 at 12 Bankruptcy bldgs, Carey st
GOGGS, LEONARD RUSSELL, Swaffham, School Proprietor July 26 at 10.30 Court house, King's Lynn
GRAVES, FERDINAND C, Southport July 25 at 3 Off Rec, 35, Victoria st, Liverpool
HACKLETON, CHARLES, Birmingham, Brassfounder July 25 at 12 23, Colmore row, Birmingham
HARMAN, FRANK HUBERT, Bradford, Flock Manufacturer July 25 at 12.45 Off Rec, Bank chmbrs, Corn street, Bristol
HARRIS, THOMAS, Preston, Beerhouse Keeper July 27 at 2.30 Off Rec, 14, Chapel st, Preston
HARRISON, WILLIAM, Leyburn, Yorks, Farmer July 30 at 11.30 Northallerton
HARTLEY, PETER PENDLEBURY, Crewe, Car Proprietor July 27 at 2 Royal Hotel, Crewe
HINES, REBECCA BRIGGS, Lowestoft July 24 at 2.30 Bankruptcy bldgs, Carey st
HUDDERSTEY, JOHN, Blackburn, Auctioneer Aug 22 at 1.30 County Court house, Blackburn
JACKSON, JOHN ATKINSON, Bedford, Milliner July 24 at 11.30 Chamber of Commerce, 145, Cheapside, London
KEMP, WILLIAM, Lowestoft, Baker July 24 at 3 Off Rec, 8, King st, Norwich
KINNANE, THOMAS, Bolton, Grocer July 24 at 11 16, Wood st, Bolton
LAKE, THOMAS, Barnstaple, Ironfounder July 25 at 3.30 King's Arms Hotel, Barnstaple
LEAMON, HERBERT, Birmingham, Commercial Traveller July 26 at 11 23, Colmore row, Birmingham
LUKE, SAMUEL, Devonport, Bootmaker July 25 at 11 10, Athenæum ter, Plymouth
LUTON, EDWARD, Bristol, Baker July 25 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
MATTHEWS, WILLIAM, Llanelly, Farmer July 24 at 12 Off Rec, 65, High st, Merthyr Tydfil
MEDCRAFT, WILLIAM, Islip, Provision Merchant July 26 at 12 Off Rec, 1, St Aldate's, Oxford
MORGANS, EVAN, Gwaunscaegurwen, Glam, Grocer July 24 at 11 Off Rec, Bank chmbrs, Corn st, Bristol
OLDMAN, LEONARD, South Shields, Innkeeper July 25 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
ORTON, PETER, Leeds, Joiner July 25 at 11 Off Rec, 22, Park row, Leeds
PATRICK, SAMUEL, Lower Weston, Baker July 25 at 12.15 Off Rec, Bank chmbrs, Corn st, Bristol
PEARCE, NATHANIEL, Cornwall, Builder July 24 at 12.30 Off Rec, Boscawen st, Truro
POTTS, THOMAS, Sunderland, Cowkeeper July 24 at 3.30 Off Rec, 25, John st, Sunderland
PEYER, ARTHUR GEORGE, Luton, Builder's Assistant Aug 2 at 11.30 Court house, Luton
ROBERTS, HUGH THOMAS, Rhyl, Builder July 24 at 2.30 Royal Hotel, Rhyl
RYDE, GEORGE HENRY, Manchester, Milliner July 25 at 3 Ogden's chmbrs, Bridge st, Manchester
SAVAGE, GEORGE NAYLOR, Lincoln, Bath Proprietor July 24 at 12.30 Off Rec's Office, Lincoln
SMITH, E ROSE, Jermyn st July 27 at 11 Bankruptcy bldgs, Carey st
SMITH, WILLIAM ISAAC, West Smethwick, Greengrocer July 31 at 2 County Court, West Bromwich
STEVENS, GEORGE, Bethnal Green, Carman July 26 at 2.30 Bankruptcy bldgs, Carey st
TATLOW, HOWARD FRANKLIN, Hailsham, Commercial Traveller July 25 at 11 23, Colmore row, Birmingham
VICTOR, RALPH, Commercial rd, Tobacconist July 25 at 2.30 Bankruptcy bldgs, Carey st
WALKER, ARTHUR ASHBY July 27 at 2.30 Bankruptcy bldgs, Carey st
WALTERS, HENRY, Teignmouth, Licensed Victualler July 24 at 11 Off Rec, 13, Bedford circus, Exeter
WHITELOCK, THOMAS HENRY, Scruton, Yorks, Late Farmer July 30 at 11.30 Northallerton
WRIGHT, SUSANNA FELICIA, Leamington Spa, Schoolmistress July 24 at 10.15 Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

ADKINS, WILLIAM, Kidderminster, Upholsterer Kidderminster Pet July 6 Ord July 6
ATKINSON, Captain EDWARDS, Hammersmith High Court Pet June 21 Ord July 13
BESSON, FREDERICK, Dewsbury, Milk Vendor Dewsbury Pet July 9 Ord July 10
BERNSTEIN, ARTHUR, Friday st, Merchant High Court Pet May 25 Ord July 13
BERNSTEIN, GEORGE, Budge row, Merchant High Court Pet May 18 Ord July 13
BREWSTER, GEORGE, Tecbald's rd, Provision Merchant High Court Pet July 11 Ord July 11
BROOKES, JOHN, Lymm, Farmer Warrington Pet July 12 Ord July 12
BROOKE, THOMAS CANDLER, Walton on the Naze, Stationer Colchester Pet July 13 Ord July 13
CRAWFORD, GRANT, St Martin's lane High Court Pet May 25 Ord July 12
CROSSLEY, AARON, Birstall, Accountant Dewsbury Pet July 12 Ord July 12
BURR, JAMES MARTIN, Berwick, Baker Newcastle on Tyne Pet July 13 Ord July 13
FORT, WILLIAM, Silsden, Yorks, Farmer Bradford Pet June 29 Ord July 13
GAMBLE, ROBERT, Denham, Bucks, Farmer Windsor Pet June 15 Ord July 13
GERBERT, ROMAIN, Cannon st, Provision Agent High Court Pet June 18 Ord July 13
GOGGS, LEONARD RUSSELL, Swaffham, School Proprietor King's Lynn Pet July 12 Ord July 12
GREAVES, FREDERICK EDWIN, Malvern Link, Butcher Worcester Pet July 9 Ord July 9
GREENER, JOSEPH CAPTAIN, Lemmenhall st, Chartered Accountant High Court Pet April 14 Ord July 14
GREENLAND, HENRY, Hastings, Grocer Hastings Pet July 9 Ord July 14
HANSON, FREDERICK, Halifax, Tool Maker Halifax Pet July 14 Ord July 14

HART, MICHAEL, Lower Tottenham, Licensed Victualler Edmonton Ord July 13
HEINE, GEORGE PETER, Jermyn st, Gent High Court Pet Dec 11 Ord July 13
HUBBERSTEY, JOHN, Blackburn, Auctioneer Blackburn Pet July 6 Ord July 14
JAMES, GEORGE, Ebbw Vale, Labourer Tredegar Pet July 14 Ord July 14
JANSSON, JOHAN WILHELM, and PIETER JOHAN VAN NIEVERVAART, Gracechurch st, Flour Factors High Court Pet May 17 Ord July 14
JOHNSON, WILLIAM DOWNING, Elvaston, Butler Derby Pet July 13 Ord July 13
JONES, PERCY, Whitley Lower, Tanner Dewsbury Pet July 12 Ord July 12
JONES, THOMAS WILLIAM, Navigation, Draper Pontypridd Pet June 26 Ord July 12
KING, ARTHUR, Blackfriars rd, Jeweller High Court Pet June 19 Ord July 12
KINNARE, THOMAS, Bolton, Grocer Bolton Pet July 12 Ord July 12
LEAMON, HERBERT, Birmingham, Commercial Traveller Birmingham Pet June 29 Ord July 13
LONG, JANE, Canterbury, Fishmonger Canterbury Pet July 11 Ord July 11
LOUGHER, DANIEL LLOYD, Cardiff, Registration Agent Cardiff Pet May 16 Ord July 10
MORTON, GEORGE ALFRED, Hackney, Carpenter High Court Pet July 4 Ord July 14
NEEDS, HENRY CHARLES, Bristol, Plumber Bristol Pet July 2 Ord July 12
NIGHT, PETER, Manchester, Draper Manchester Pet May 12 Ord July 14
PEARCE, NATHANIEL, St Blazey, Cornwall, Builder Truro Pet July 14 Ord July 14
PIPKIN, JAMES, Bulwell, Grocer Nottingham Pet July 14 Ord July 14
POULTER, FREDERICK CHARLES, Aldermanbury, Cap Manufacturer High Court Pet May 26 Ord July 12
RILEY, HANNAH MARIA, Dewsbury, Cabinet Maker Dewsbury Pet July 12 Ord July 12
SAVAGE, GEORGE NAYLOR, Lincoln, Bath Proprietor Lincoln Pet July 12 Ord July 12
SEALEY, THOMAS, Carlisle, Butcher Carlisle Pet July 12 Ord July 12
STUART, J, Cardiff, General Broker Cardiff Pet May 16 Ord July 10
TATLOW, HOWARD FRANKLIN, Harborne, Commercial Traveller Birmingham Pet July 2 Ord July 13
TOLLEMACHE, ELEANOR MARY, Alderney st, Pimlico, Middlesex, Widow High Court Pet May 19 Ord July 12
WHITEHEAD, WILLIAM DAVID, Bristol, Milk Seller Bristol Pet July 12 Ord July 12
WILLIAMSON, ALFRED GEORGE, Pitstone, Bucks, Farmer Aylesbury Pet June 20 Ord July 13
WRIGHT, SUSANNA FELICIA, Leamington Spa, Schoolmistress Warwick Pet July 10 Ord July 14

SALES OF ENSUING WEEK.

July 23.—Messrs. MADDOX, SON, & GREEN, at the Mart, E.C., at 2 o'clock, Leasehold Investments, including a Corporation Lease of the City of London (see advertisements, July 7, p. 608).
July 23.—Messrs. WALTON & LEE, at the Goddard Arms Hotel, Swindon, at 2 o'clock, Residential and Sporting Estate (see advertisement, June 2, p. 9).
July 23.—Mr. GEORGE B. SMALLFIELD, at the Mart, E.C., at 1 o'clock, Reversions, &c. (see advertisement, July 7, p. 608; July 14, p. 4).
July 24.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, a Freehold Residential Estate (see advertisement, June 30, p. 893).
July 25.—Mr. J. BOYT, in conjunction with Mr. W. Hall (for The Land Company), in Marquee on Beltinge Bay Estate, at 1 o'clock, Freehold Building Sites (see advertisement, this week, p. 4).
July 25.—Messrs. CHARLES & TUBBS, at the Mart, E.C., at 1 o'clock, Freehold Property (see advertisement, this week, p. 4).
July 25.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 o'clock, New River Shares (parts), Freehold Building Land and Leasehold Property (see advertisements, this week, p. 4).
July 26.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Freehold Ground-rents, Properties, and Residential Estate (see detailed advertisements, June 2, p. 3; June 23, p. 4).
July 27.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents, Freehold Farm and Residences (see advertisement, this week, p. 4).
July 28.—Messrs. WALTON & LEE, at the Station Hotel, York, at 2 o'clock, a Freehold Manorial and Residential Property (see advertisement, June 2, p. 9).

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